

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAMES EVERETT SHELTON, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

COMCAST CORPORATION and COMCAST  
CABLE COMMUNICATIONS, LLC,

Defendants.

Civil Action No. 2:20-cv-01763

Hon. Nitza I. Quiñones Alejandro

**DECLARATION OF ANN MARIE MIRIELLO**

I, Ann Marie Miriello, declare:

1. I am the Senior Manager of Marketing Automation at Comcast Cable Communications, LLC (“Comcast”), which is an indirect subsidiary of Comcast Corporation. I previously held the position of Manager of Marketing Automation from 2014 until I assumed my current role. Before that, I was the Manager of Marketing Operations for Comcast. I held that position from 2006 through 2014. I submit this declaration in support of Defendants’ Motion to Compel Individual Arbitration and Stay Proceedings. If called as a witness, I would and could competently testify to all of the following, which is within my personal knowledge and based upon information gathered within the course and scope of my duties.

2. As Senior Manager of Marketing Automation and previously Manager of Marketing Automation and Manager of Marketing Operations for Comcast, I implement its policies and practices for disseminating subscriber agreements and other legal notifications to residential subscribers during the course of their relationship with Comcast. I am familiar with Comcast’s records, policies, and practices, dating back to prior to 2006, for disseminating such documents to subscribers of services. I am also familiar with the Comcast Agreement for

Residential Services (“Subscriber Agreement”) and its terms and conditions and versions thereof dating back to prior to 2006.

3. I have reviewed Comcast records that were created and maintained in the ordinary course of business and collected by myself or others working under my direction.

4. It is Comcast’s routine and regular business practice to provide customers with the Subscriber Agreement and Customer Privacy Notice, which contains Comcast’s terms and conditions of service, when they initiate service. A true and correct copy of the Subscriber Agreement in effect in September 2006 is attached hereto as **Exhibit A**. This is the Subscriber Agreement that would have been provided to a Comcast account opened King of Prussia, PA in September, 2006.

5. The 2006 Subscriber Agreement contains a binding arbitration provision in Section 13 (the “Arbitration Provision”). **Ex. A, § 13.**

6. In June 2007, Comcast sent out an Arbitration Notice to its subscribers in the Philadelphia metro area. King of Prussia, PA is within the Philadelphia metro area. A true and correct copy of the Arbitration Notice provided in June 2007 is attached hereto as **Exhibit B**.

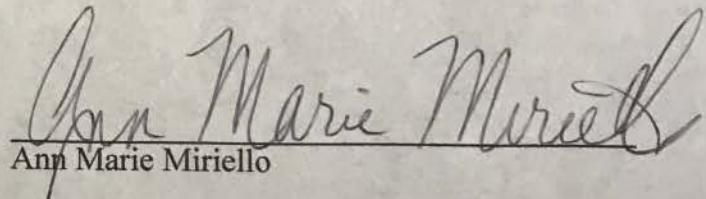
7. The Notice stated “**IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE YOU RECEIVE THIS NOTICE... ”** **Ex. B.**

8. The Notice further stated “**IF YOU DO NOT OPT OUT OF ARBITRATION IN THE MANNER INDICATED ABOVE YOUR CONTINUED USE OF THE SERVICE AFTER THE EFFECTIVE DATE SHALL BE DEEMED TO BE YOU[R] ACCEPTANCE OF THIS CHANGE.”** **Ex. B.**

9. Comcast records also reflect that an account ending in 6715 ("Shelton Home Account") received a subscriber agreement in 2017, as an insert titled "Comcast Agreement for Residential Services" (the "2017 Subscriber Agreement") with the August 2017 billing statement. A true and correct copy of the August 14, 2017 billing statement (although redacted), together with the 2017 Subscriber Agreement insert, is attached hereto as **Exhibit C**.

10. In addition, Comcast routinely mails its customers updated versions of the Subscriber Agreement, which is also made available online at <https://www.xfinity.com/corporate/customers/policies/subscriberagreement>.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 14<sup>th</sup> day of August, 2020, in Philadelphia, Pennsylvania.



Ann Marie Miriello

# EXHIBIT A

# Happiness is only a power button away.

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## Welcome to Comcast Digital Cable

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Comcast Products .....	2
Remote Control .....	3
<b>QUICK TIPS</b> .....	4–7
Sweepstakes .....	8
Understanding Your Bill .....	9
Using Your On-Screen Program Guide .....	10–14
Parental Controls .....	15–16

<b>ON DEMAND</b> .....	17–20
Cable Box Connections .....	21–22
<b>FAQs</b> .....	23
Comcast Cable Television Subscriber Privacy Notice .....	24–27
Terms and Conditions / Important Information .....	28–36
Channel Lineup / Pricing / How to Reach Us .....	See Insert

## More of What You Want

At Comcast we are constantly looking for new ways to bring you and your family products that offer you more control, choice, and convenience. With Comcast Digital Cable, you can start movies and programs anytime you want with ON DEMAND, control live TV with DVR, and see vivid color and clarity with HDTV. And, you can stay connected like never before with Comcast High-Speed Internet.



## Comcast Digital Cable — More Choice, More Control

The choice is yours. With Comcast Digital Cable, there is endless entertainment to choose from. That means you'll enjoy the latest movie releases, breaking news, the hottest sports, and shows the whole family can watch. Choose from a wide variety of premium movie channels — hundreds of uncut and commercial-free movies available. For each premium movie channel ordered, you'll get additional channels from that same network.



## Go Ahead, Compare Us to Satellite!\*

Comcast Digital Cable comes out ahead for all the right reasons:

- Free access to ON DEMAND, offering thousands of shows and hit movies — most are free!
- Local broadcast networks available in HD without an antenna.
- Easily add Comcast's HDTV service with no expensive equipment to buy.
- Comcast Digital Cable service is easily expandable to a second TV.

## ON DEMAND — Pick a Show, Play it Whenever

With ON DEMAND, you can watch thousands of movies and other programs anytime you want, without a VCR or a trip to the video store. ON DEMAND offers a wide variety of choices, from the latest new-release hit movies — at the price of a typical video rental — to FREE programs like cable shows, kids' shows, news, sports, and even programs you can't see on regular TV. Plus, if you subscribe to Comcast Digital Cable with a premium channel like HBO, Showtime, Starz, Cinemax, or The Movie Channel, you get unlimited access to the ON DEMAND offerings from these networks at no extra charge.

## Digital Video Recorder — Easily Record and Pause Live TV

Comcast's new digital cable box with built-in DVR lets you control TV in ways you never imagined. Comcast offers several models of DVRs. Most DVRs easily record up to 60 hours of standard-definition programming and up to 15 hours of high-definition programming without tapes, VCR, or an additional phone line. Plus, you can pause live TV programs and start right where you left off.

## HDTV — The Ultimate Experience

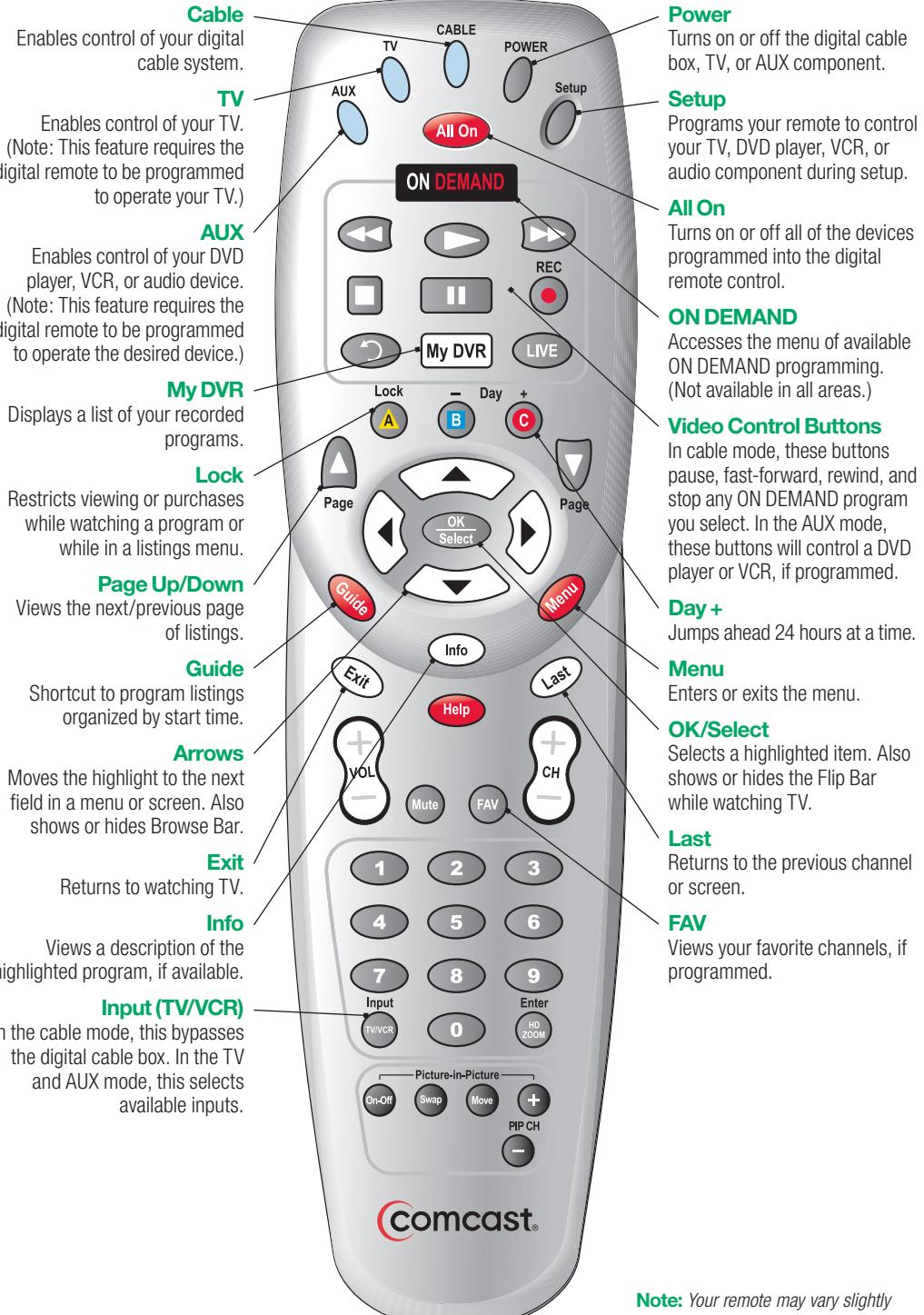
Comcast makes it easy to enjoy a great selection of high-definition programming with your high-definition television set. You'll be able to see sports, movies, and family shows, and experience a crystal-clear picture and sound. Plus, Comcast offers your local broadcast channels — like ABC, CBS, FOX, NBC, and PBS — in HD, where available, without the need for an antenna.

## Comcast High-Speed Internet — Explore the Web at High Speed

Take advantage of the Internet's full power. With Comcast High-Speed Internet, you'll experience fast downloads, smooth video clips, and high-quality sound — all through your current cable line! And because it's cable-powered, you can use your phone line and surf the Internet at the same time.

Some products may not be available in all areas.

\*Pricing comparisons include regular equipment cost and exclude DBS leasing options and promotional discounts.



**Note:** Your remote may vary slightly from the one pictured here. However, basic functions should remain the same.

## Comcast Digital Cable Quick Tips

### Turn on Comcast Digital Cable

Press the "All On" button to turn on your television and digital cable box at the same time. (For more information, refer to your digital remote control manual.)

### Access All Your Favorite Digital Cable Features

- Press the **Menu** button on your remote to display the Quick Menu.
- Use the **◀▶** buttons to see a description of each feature.
- Press the **OK** button to make your selection.



### Need Help?

Select the **ON DEMAND** icon from the Quick Menu, select **Help & Services** category, or **?** where available.

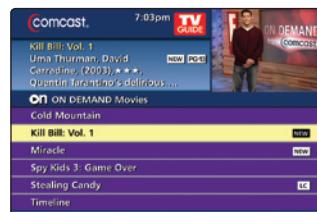
### More Great Tips for Using Comcast Digital Cable

- Add Multiple Favorite Channels** — From TV Listings, highlight any program on the channel you want to make a favorite and press **Info**. Select the **Heart** icon from the Program Information screen to set or clear a channel as a favorite.

## ON DEMAND Quick Tips

### Pick a Show, Play it Whenever

If you have Comcast Digital Cable, you have access to ON DEMAND. Choose from thousands of programs across a variety of topics — most are free! And, you can watch a show whenever you want. It's as easy as selecting the program and pressing play.



### Access ON DEMAND Menu

- Press the **ON DEMAND** button on your remote or press the **Menu** button and choose the **ON DEMAND** icon from the Quick Menu or Flip Bar.

### Browse ON DEMAND Categories

- Select a category\* such as **Movies**, **Free Movies**, **Life & Home**, **Premium Channels**, **Kids**, **TV Entertainment**, or **Sports & Fitness**, and you'll see a list of sub-categories or program listings. Then highlight the movie or program you want and press the **OK** button on your remote.

### Select an ON DEMAND Program

- Select a category to view a list of all programs that are available to watch.
- Use the **▲▼** buttons on your remote to highlight your selection and press **OK**.
- New programs added in the last 7 days will have a **NEW** icon.
- Programs in their last 7 days of availability will have a **Last Chance** **LC** icon.

### Start Your Selected Program

- If the program is available at no cost, select the **Watch** **Eye** icon from the Program Information screen.
- If there is a charge to view the program, select the **Buy** **Buy** icon from the Program Information screen, and a Confirmation screen appears.
- Select **Yes** to confirm.
- To watch a free preview of a movie, click the **Preview** **Preview** icon.

### More ON DEMAND Features

- VCR-Like Functions** — To access **Play** **Play**, **Stop** **Stop**, **Pause** **Pause**, **Rewind** **Rewind**, and **Fast-Forward** **Fast-Forward**, press these function buttons just below the **ON DEMAND** button while watching TV.
- Stop or Pause a Program** — When you stop a long-form program, it will be transferred into the Saved Programs area. You will have access to most programs for repeat viewing for up to 24 hours.\* When you pause a program, it will remain paused for approximately five minutes. If you do not press play within this time, the program will be transferred to Saved Programs.
- Prevent Unauthorized Orders** — For information on setting up parental controls, refer to the Parental Controls section in this Welcome Kit.

\*Categories and programs subject to change. Viewing times vary. See information screen for program viewing times. Some areas may not offer programs in addition to movies. Access to ON DEMAND programming from premium channels like HBO, Showtime, or Starz requires a subscription to that channel with your Comcast Digital Cable package. Some levels of service may not include all ON DEMAND programs.

## DVR Quick Tips

### Get More Out of Your TV

With DVR (Digital Video Recorder) from Comcast Digital Cable, it's easy to record your favorite shows. Most DVRs can record two shows at the same time. Plus, you can pause live TV, view an instant replay, or rewind your favorite scenes over and over again.



#### Record a Program

- From the TV Listings, highlight the program you wish to record and press the **Record**  button on your remote. A red dot appears in the grid to indicate the program will be recorded.
- From the Program Information screen, select the **Record**  icon.
- While watching live TV, simply press the **Record**  button.

#### Record a Series

- From the TV Listings, highlight the TV series you wish to record and press the **Record**  button twice or select the **Record**  icon from the Program Information screen to view the Recording Overlay screen.
- Select the **Create a Series Recording**  icon and specify your recording options, such as the type of episode you want to record and how many episodes you want to save.
- Select the **Record Series with these options**  icon.

#### Watch a Recording

- Press the **My DVR** button on your remote to view a list of your recorded programs.
- Highlight a program and press .
- Press the **Play**  button on your remote.

#### View a List of Programs Scheduled to Record

- Select the  icon from the Quick Menu.
- Select **DVR Schedule**.
- Select **Scheduled Recordings**.

### More DVR Features

- Pause, Rewind, and Instantly Replay Live TV** — Press **Pause** , **Rewind** , or **Instant Replay**  on your remote.
- Play in Slow-Motion** — Press **Pause** , then press **Fast-Forward**  to view slow-motion in forward mode. Or press **Pause** , then **Rewind**  to view slow-motion in reverse mode.
- How to Change Channels when Watching a Show that Is Recording** — When you are watching live TV and you get a message saying that changing the channel will stop this recording, press the  button on your remote to change tuners. You may now watch another program without interrupting your recording. (Note: The  feature is inactive from the TV Listings screen.)

*Actual recording time is not guaranteed and varies based on the type of program being recorded. Analog programs (typically under channel 100) take up more space than digital channels (typically over channel 100). Most DVRs record up to 60 hours of standard-definition programming and up to 15 hours of high-definition programming. Ask your Customer Service Representative for details.*

## HDTV and Comcast High-Speed Internet Quick Tips

### High-Definition TV on Comcast Digital Cable

High-Definition TV (HDTV) will change the way you look at television. Make everyday TV a big event with picture resolution over 5 times that of regular TV. With its wide-screen format and greater detail, watching that game will make you feel like you're actually on the sidelines. To view a demonstration on the benefits of Comcast Digital Cable with HDTV, please visit [comcast.com/UserIncludes/HDTV](http://comcast.com/UserIncludes/HDTV).

#### HDTV Channels

Watch some of your favorite channels and programs in high-definition, such as sports and hit shows on your local broadcast channels, where available. Plus, you get HD networks like ESPN HD that offer over 100 high-definition games a year and selected ESPN programming. You can see a variety of sports, movies, travel, and nature shows with Discovery HD Theater, INHD, and INHD2. Also, if you subscribe to HBO, Showtime, Cinemax, or Starz, you can see your favorite movies or original programs from these channels in HD for no additional cost. Refer to your channel lineup in this Welcome Kit for HD channels available in your area. To learn more about programs currently available in high-definition, go to [comcast.com/hdtv](http://comcast.com/hdtv).

#### HDTV Set Requirements



— Standard-Size Television —  
— Wide-Screen Television —

If you have a standard television, wide-screen programs are edited to fit the TV screen. However, a wide-screen television displays a more rectangular image and fills the entire screen without distortion.\*

In order to use Comcast's HDTV service, an HDTV set is required. To identify if your TV set is HD-ready, refer to the following requirements:

- Your TV set must be "HD-ready" or "HD-capable."
- Your TV set must display a picture in 1080i or 720p resolution. Refer to your TV set's owner's manual for reference to 1080i or 720p.

\* Clarity of the picture may vary per "HD-ready" or "HD-capable" television set.

### Comcast High-Speed Internet

#### Explore the Web at High Speed

With Comcast High-Speed Internet you're always connected. You won't experience busy signals like dial-up connections and you'll enjoy lightning-fast download speed. Whether you're at home, the office, or on vacation, all you'll need is an Internet connection to access:

- Comcast.net** — Tap into the latest news, weather, games, and more. Choose between Express and Explore to customize your homepage and reflect your broadband lifestyle.
- E-mail** — For work, for play, for the family. Create up to seven different e-mail addresses — all accessible from virtually any computer with an Internet connection.
- McAfee® Security** — Help protect your computer from viruses and unwanted intruders. Plus, filter inappropriate content with Parental Controls.
- Comcast Toolbar** — Pop-up blockers, search tools, and quick access to your e-mail are just a click away.
- The Fan™** — This unique video player puts thousands of news, entertainment, and sports clips right at your fingertips in an easy-to-search format.
- Comcast Rhapsody Radio PLUS** — Get 25 free song plays a month and listen to more than 100 commercial-free radio stations. Plus, create your own station based on your favorite artists.
- PhotoShow Deluxe** — Manage, enhance, and edit your digital pics with this easy-to-use program. Then, create musical slide shows and share them on your own website.

## Here Is Your Chance To Win \$1,000. Don't Throw It Away!

Complete this entry form and mail it to:

### "Welcome to Comcast Winter 2006 Sweepstakes"

1878 East Avenue, Rochester, NY 14610.

All entries must be received by 3/14/07.

Please see below for complete official sweepstakes rules.

Name \_\_\_\_\_ Comcast Account Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_

Installation Date \_\_\_\_\_ Employee Name & Tech No. \_\_\_\_\_

Find out about special offers, promotions, and the latest products and services from Comcast by visiting [comcast.com](http://comcast.com) and clicking on "Sign up for Special Offers" from the side menu.



### Comcast Cable Communications Management, LLC

### "Welcome to Comcast Winter 2006 Sweepstakes" OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR TO WIN.** A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS APPLY. VOID WHERE PROHIBITED. Sweepstakes begins 7/1/06 and ends 2/28/07. Sweepstakes open to all legal US residents (excluding Puerto Rico) who reside in a Comcast Cable Serviceable area, who, as of 2/28/07, were age 18 or over.

Employees, officers, and directors (including immediate family members and members of the same household) of Comcast Cable Communications Management, LLC, ("Comcast") and their respective affiliated companies, parents, subsidiaries, distributors, dealers, retailers, advertising and promotion agencies, and any and all other companies associated with this Sweepstakes, are not eligible to participate.

**TO ENTER:** There are two ways to enter. (1) **For Welcome Kit Entry:** Complete the Official Entry Form provided in the Comcast "Digital Cable Welcome Kit." OR, (2) **For U.S. Mail Entry:** Clearly print your name, address, daytime phone number, and age on a 3" x 5" card and mail in a business-size (#10) envelope to: Comcast Cable Communications Management, LLC "Welcome to Comcast Winter 2006 Sweepstakes," 1878 East Avenue, Rochester, NY 14610. All mail-in entries must be mailed separately and be postmarked by 3/7/07 and received by 3/14/07. One entry per person is permitted. No mechanically reproduced entries will be allowed. All entries become the property of the Sponsor. Comcast will not be responsible for incomplete, illegible, lost, late, postage-due, misdirected or mutilated entries or for failure to receive entries due to postal error. Comcast reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Sweepstakes. All entries become the property of the Sponsor and may not be returned. Sponsor reserves the right in their sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

**WINNING:** On or about 3/17/07 an independent judging agency will randomly select one (1) Grand Prize winner from among all eligible entries received. Judges' decision will be considered final. Winner will be notified and/or confirmed by telephone, and registered mail or other form of home delivery. Return of prize notification as undeliverable may result in a disqualification, and an alternate winner may be selected. Winner may waive the right to receive a prize. No substitutions allowed, except that prizes and individual components of prize packages are subject to availability and Sponsors reserve the right to substitute prizes of equal or greater value. All prizes will be awarded, but unclaimed prizes may be forfeited. Prizes are nonassignable and nontransferable. Winner is solely responsible for reporting and payment of any taxes on prize. Odds of winning will depend on the total number of eligible entries received.

**PRIZE/VALUE:** There is one (1) Grand Prize of a **\$1,000 check**.

**CLAIMING PRIZES/CONDITIONS/TERMS:** An "Affidavit of Eligibility and Liability and Publicity Release" will be sent to the Grand Prize winner, which must be signed and returned within 10 days of notification (except where prohibited) or prize may be forfeited. Failure to sign and return the affidavit or release as provided herein, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of prize to an alternate winner. Except where prohibited by law, Winner consents to use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (excluding residents of TN). By entering and participating, winner agrees to comply with all Official Rules, as stated, and to release Comcast, any other promotional sponsors, and each of their respective parent, affiliate and subsidiary companies, and their advertising or promotional agencies, directors, officers, employees, representatives, partners and agents from any and all loss, cost, damage, and/or liability as a result of their participation in this Sweepstakes, as well as acceptance and/or usage of prize awarded (including without limitation to claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light.) Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, Sweepstakes entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Pennsylvania. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**WINNERS LIST:** For a written confirmation of the Grand Prize winner's name, city and state of residence, send a self-addressed, stamped business size envelope, no later than 4/15/07, to: Comcast Cable Communications Management, LLC "Welcome to Comcast Winter 2006 Sweepstakes" Winner's List Request, P.O. Box 25086, Rochester, NY 14625.

**REMOVAL FROM MAILING LIST:** To prevent Sponsor from mailing you information regarding future Sweepstakes or Contests being conducted by Sponsor, send a written removal request, specifying the name and address you are requesting to have removed from the mailing list, to "Welcome to Comcast Winter 2006 Sweepstakes" Comcast Cable Communications Management, LLC, 1500 Market Street, Philadelphia, PA 19102. Attn: Marketing Dept. Sponsor has sixty (60) days to process your request after receipt.

**INDEPENDENT SWEEPSTAKES ADMINISTRATOR:** This sweepstakes is being administered by The National Sweepstakes Company, 693 East Avenue, Rochester, NY 14607, who is responsible for overseeing winner selection and prize awarding, and whose decisions will be final regarding the conduct of this promotion.

**SPONSOR:** Comcast Cable Communications Management, LLC 1500 Market Street Philadelphia, PA 19102. Attn: Marketing Dept.

## Reading Your Bill Is as Easy as 1, 2, 3

**1. Receiving Your Bill** — Each month you will receive a bill for your cable television service. All customers are billed for services received, and payments are due on the date indicated on your bill.

**2. Understanding Your Bill** — Your bill from Comcast includes:

- Charges for all services to date.
- Charges for one month of service in advance.
- Any payments applied to your account.

**3. Understanding Your Payment Options** — There are several convenient ways for you to pay your cable bill.

- Log on to [comcast.com](http://comcast.com) to easily enroll in our PayDirect program, which deducts your payment from your bank account.
- Mail your payment using the pre-addressed return envelope or bring your payment into our office.

*Please remit your payments before the due date. Payments received after this date are subject to a late-payment fee. For more information, contact us using the phone number on the "How to Reach Us" insert.*

## Key Areas to Your Bill



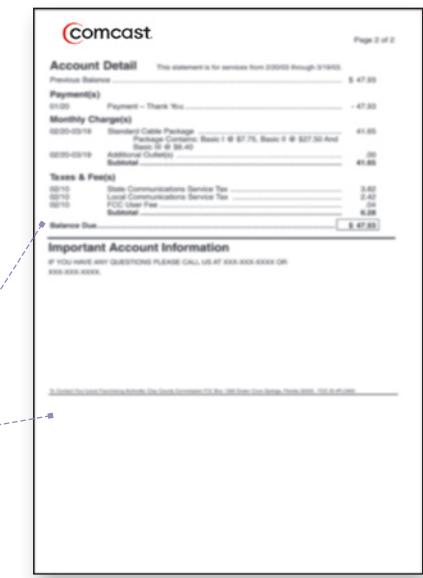
### Account Summary/Summary of Charges

Account number, Service address, How to reach us, Summary of charges, Total balance due, and Date payment is due.

### For Your Information/News from Comcast

### Payment Coupon

Payment coupon, Comcast's address, Total balance due, Summary of charges, Due date, and Account number.



### Details of Charges

Billing period, Itemization of monthly service, and Payments made.

### Additional Customer Information

*Note: Actual bill may vary slightly.*

## On-Screen Program Guide

If you like choice, convenience, and control, then grab your remote control. Because that's precisely what Comcast Digital Cable has to offer. The following section has simple instructions for using your On-Screen Program Guide. If you don't have Comcast Digital Cable, call the number listed under "How to Reach Us" in this Welcome Kit to find out how to get it.

## Basic Navigation Tips

Start by pressing the "All On" button on your remote to turn on your television and digital cable box at the same time. (For more information, refer to your digital remote control manual.)

Yellow is always the highlight color. As you navigate listings using your remote, the highlight appears on-screen to indicate your current selection.

- Use the **▲▼◀▶** buttons on your remote to move the highlight.
- Press **OK Select** to make your selection.
- Press the **Exit** button on your remote to return to watching TV.
- Press the **Last** button at any time to return to the previous screen.

## Quick Menu & Main Menu



### Quick Menu

The Quick Menu provides shortcuts to the key features of Comcast Digital Cable.

1. Press the **Menu** button on your remote to display the Quick Menu.
2. Press the **◀▶** buttons to see a description of each feature as it is highlighted.
3. Press **OK Select** to make your selection.

### Main Menu

The Main Menu gives you access to all of the great features Comcast Digital Cable has to offer.

- Press the **Menu** button on your remote twice to access the Main Menu or select the **Home**  icon from the Quick Menu.

## TV Listings & Mini-Guide

Movies	Purple
Sports	Green
Kids Programs	Light Blue



### TV Listings

TV Listings are color-coded to help you identify different types of programs:

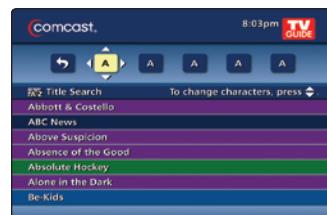
- Press the **Guide** button on your remote or select the **TV Listings**  icon from the Quick Menu to view listings for the next 90 minutes. Use the **▶** button to move the highlight forward in time by half-hour increments.
- Press the **Page Up/Down**  buttons to view listings one page at a time.
- Select a program by pressing **OK Select**. If the program is currently on, you will automatically tune to it. If the program is on at a later time, the Program Information screen appears.
- While in the TV Listings, press and hold the **▶** button on your remote to rapidly move ahead in the listings, or the **Day +**  button to jump ahead 24 hours at a time.

### Mini-Guide

The Mini-Guide lets you browse through other available listings while you watch TV.

- Press **OK Select** while watching TV to access the Mini-Guide.
- Use the arrow **▲▼◀▶** and **Page Up/Down**  buttons to navigate through listings.

## Search



### Search by Category

1. Select the **Search**  icon from the Quick Menu.
2. Select a category such as **Movies**, **Sports**, **Kids**, or **HDTV** from the Search Menu.

### Search by Title

1. Select the **Search**  icon from the Quick Menu, then select **Title Search**.
2. Use the **▲▼** buttons on your remote until the first letter of the title you want appears in the first box. Advance to the next box by pressing the **▶** button.
3. Continue entering letters for the program you are seeking. Press **OK Select** to jump to the listings below. Highlight your program and press **OK Select**.

### Search by Channel

Select the **Search**  icon from the Quick Menu. Then select **Listings by Channel**. Press the **◀▶** buttons to see the list of programs for the next channel or enter the channel number.

## Program Information

The Program Information screen gives you detailed information about a show while browsing the listings or watching TV.



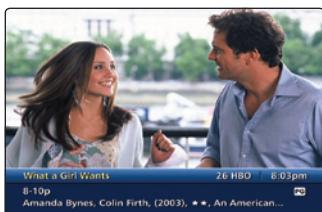
- Press the **Info** button on your remote while browsing TV Listings.  
— OR —
- Press the **Info** button twice while watching TV.

From the Program Information screen, you can take a number of actions using the icons at the bottom of the screen.

- Go back to previous screen
- Set a reminder for the program
- Set or cancel a VCR Recording (Tune Timer)
- See other times the program is on
- View the program selected
- Designate a channel as a Favorite
- Restrict viewing of the selected program or channel

## Flip Bar

The Flip Bar appears at the bottom of the screen and displays the channel, title, rating, and other details about the current program.



- Press the **Info** button while watching TV to display the Flip Bar.
- The Flip Bar also appears when you change channels using the **Channel +/-** buttons on your remote.

## Reminders

Don't miss your favorite shows! Set reminders for programs that interest you.



### Set or Cancel a Reminder

Highlight a program in TV Listings. Press the **Info** button to view the Program Information screen. Select the **Reminder**  icon and follow the prompts to set or cancel a reminder.

### When Reminders Appear

A Reminder banner will appear at the bottom of your TV screen a few minutes before the program begins.

- If you would like to tune to the program when the reminder alert appears, press **OK**.
- If you do not want to tune to the program, press the **Exit** button on your remote.

**Tip** Set recurring reminders and specify other reminder preferences by selecting **Reminder Options**.

## Favorites

The Favorites feature gives you quick access to what's showing on the channels you have selected as your favorites.

### Add or Remove Favorite Channels

From TV Listings, highlight any program on the channel you want to make a favorite and press the **Info** button. Select the **Favorites**  icon from the Program Information screen to set or clear a channel as a favorite.



### Access Your Favorite Channels

There are several ways to access your Favorite Channels.

- From the Main Menu** — Select the **Favorites**  icon to display your Favorite Listings.
- From the TV Listings Screen** — Press the **FAV** button to move the highlight to your next favorite channel.
- While Watching TV** — Press the **FAV** button to change the channel to your next favorite channel.

## Comcast Digital Cable Customer PPV Ordering Instructions

Ordering a Pay-Per-View (PPV) program is as easy as choosing the program, selecting a start time, and confirming the order. All it takes is the push of a few buttons on your remote while using your On-Screen Program Guide.

- From the Main Menu, highlight **PPV Events**. For movies, refer to the Selecting ON DEMAND Programs section found in this Welcome Kit.
- Highlight the program you wish to select and press **OK**.
- Press the **Exit** button on your remote at any time to return to watching TV.
- Press **Menu** to return to the Main Menu.

A reminder is automatically set when a program is ordered. You will not be charged for anything you did not tune to and view.

Follow the instructions listed below to cancel your PPV order.

- Press the **Menu** button on your remote.
- Select **PPV Events** and press **OK**.
- Highlight the ordered program with a check mark beside it and press **OK**.
- Select **Cancel** and press **OK**.

## Music



Music channels provide continuous music in a variety of formats — from rock, jazz, and country to the classics — 24 hours a day.

- Select the **Search**  icon from the Quick Menu.
- Select **Music**.
- Highlight your music selection and press the **OK** button on your remote.

## Weather



Get up-to-date local weather conditions and a three-day forecast.

1. Select **Weather** from page two of the Main Menu.
2. Press the ▼ button on your remote to see a detailed local weather forecast.

## Settings

Customize your On-Screen Program Guide by selecting **Setup** from the Main Menu to create Parental Control PINs, change your Guide Color, adjust height of grid displays, change the language of your guide, and adjust your LED display to time or channel.



### To Display the Clock on Your Cable Box

1. Select **Setup** from the Main Menu.
2. Select **Cable Box Setup**.
3. Select Front LED Display to toggle between displaying the current time and displaying the current channel.



### Change the Language of Your Guide

1. Select **Setup** from the Main Menu.
2. Scroll to the second page and select **Text Language Setup**.
3. Select **English, Espanol, or Francais**.
4. It will take a few minutes for your guide to update.



### Change the Colors of Your Guide

1. Select **Setup** from the Main Menu.
2. Scroll to the second page and select **Guide Colors Setup**.
3. Select one of the 13 guide colors that are available.

## Messages

Messages may be sent occasionally by Comcast to announce new services, special promotions, or other information.

If you have a message, an envelope message indicator will appear on the Main Menu and TV Listings screens, and you will see a red light on your cable box. Select **Messages** from the Main Menu to view your messages.

## Parental Controls

With Parental Controls, after setting a personalized four-digit code, you can restrict your children from seeing specific channels, titles, or shows with certain ratings. You can even lock ON DEMAND programs by blocking certain ratings. And you can hide adult titles to prevent them from appearing in the On-Screen Program Guide.

### Place Locks

You can set locks anytime by blocking the channel, title, or rating while in the On-Screen Program Guide or while watching television.



### Set Parental Controls Using the Quick Menu

1. Press the button on your remote to bring up the Quick Menu, and select the **Lock** icon to access the Locks Setup screen.
2. Enter your four-digit Locks Personal Identification Number (Locks PIN). (Note: If you are setting Locks for the first time, you will be prompted to create a Locks PIN. This ensures your settings cannot be modified without your consent.)
3. Use the buttons on your remote to choose your selections, including blocking title, rating, or channel.
4. Press the button on your remote to make your selection.

### Set Parental Controls Using the Program Information Screen or Your Remote

- Press the button to access the Program Information screen and select the **Lock** icon.
- Enter your Locks PIN.
- OR —
- Press the **Lock** button on remote to enter your four-digit PIN.
- Select the **Lock** icon.

### Set Locks for Purchased Programs

A four-digit Purchase Personal Identification Number (Purchase PIN) can also be set to restrict unauthorized orders of ON DEMAND programs and Pay-Per-View events. (Note: Your Purchase PIN is different from your Locks PIN.)

1. Press the button on your remote to bring up the Quick Menu, then select the **Home** icon.
2. Choose **Setup**, then select **PINs Setup**. Follow the on-screen instructions to set your Purchase PIN.
3. Once completed, your Purchase PIN must be entered before any ON DEMAND program or Pay-Per-View event can be purchased.

**Tip** If you forget your Purchase PIN or Locks PIN, call Comcast Customer Service at 1-888-COMCAST to reset either PIN. Once your PIN is reset, you can enter a new PIN.

## Parental Controls Continued

### Additional Setup Options

You can access additional options, including Master Locks, from the Locks Setup screen by pressing the **Menu** button on your remote, selecting the **Lock**  icon, and entering your Locks PIN. When locking programs from sensitive viewers isn't required, the Master Locks feature gives you unrestricted access to your service.

- **Master Locks** — Select to obtain unrestricted access. Master Locks gives you the option to temporarily Bypass Locks or permanently Clear Locks.
- **Hide Adult Titles** — Replace titles with adult content with the words "Adult Programming."

For more information on your Parental Control options, visit our website at [comcast.com/Parental\\_Controls](http://comcast.com/Parental_Controls) or call 1-866-781-1888.

To learn about channels that offer family-friendly programming, contact us at the phone number listed on the How to Reach Us insert.

## ON DEMAND

Imagine being able to choose whatever you want to watch whenever you want to watch it, and the program starts the instant you tell it to. With ON DEMAND from Comcast Digital Cable, you can choose from a variety of free programs — like cable shows, kids' programs, or music videos — to the latest new-release movies, without a trip to the video store. Plus, you can tune in and get the latest updates on upcoming programs and what's currently available ON DEMAND.

### How to Access ON DEMAND



To locate the ON DEMAND Menu screen, press the **ON DEMAND** button located on your remote control. You will see a list of categories available. If your remote doesn't have the **ON DEMAND** button, press the **Menu** button and choose the **ON DEMAND**  icon from the Quick Menu. You can press the **Exit** button on your remote to return to watching TV at any time.



### Movies

Save the trip to the rental store. The latest Hollywood releases are waiting for you under Movies.



### Network Primetime

CBS Primetime shows such as CSI, NCIS, Survivor and Amazing Race available for only 99 cents.



### Events & Specials

Never miss the big event again with Events ON DEMAND. Choose from Anime Network, PPV Previews and so much more.



### Free Movies

Choose from a variety of award-winning Hollywood blockbusters from names like Hallmark Channel and Turner Classic Movies or popular independents — all free!



### Premium Channels

The best of movies and original programming from HBO, Showtime, Starz, Cinemax and The Movie Channel whenever you want to watch them. All free with your Premium channel subscription.



### TV Entertainment

Need a good laugh? Dying to catch up on the latest celebrity gossip? You'll find it all from names like Comedy Central, A&E, E! Entertainment and BBC America.



## Life & Home

Learn everything from food to fashion, design to dating, hosting to parenting — all straight from the experts. You'll find great shows from HGTV, TLC, DIY, Style Network and many more.



## Sports & Fitness

The ultimate in sports highlights and footage. With a huge selection of favorites from OLN and NFL Network, you'll never miss a minute of the action. Plus, who needs a gym when you've got ExerciseTV? Work out at home on your schedule.



## Kids

Kids of all ages can enjoy their favorite shows anytime from Cartoon Network, Nickelodeon, Discovery Kids, PBS KIDS Sprout and more.



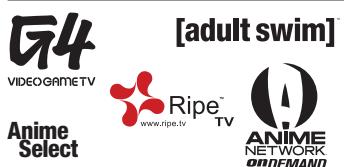
## News & World

Catch up on events around the corner and across the planet from trusted sources like National Geographic, Discovery Times, and the History Channel.



## Music

Check out the hottest music videos and concerts. Listen to your favorites over and over again with Music Choice and even learn to play and sing along with guitar and voice lessons ON DEMAND.



## The Cutting Edge

The ultimate destination for stuff you can't find anywhere else. Here you'll find the hottest gadget news, Anime shorts, tech topics and the latest and greatest for video gamers.

## Other Categories

- Be sure to check out Get Local, Spotlight & En Espanol (in select markets).
- Saved Programs — Don't have time to finish your program? Movies and shows longer than 30 minutes are stored here for up to 24 hours.
- Help & Services — For information about Comcast's products.

Some programming not available in all areas. Categories and programs subject to change.

## Program Listings



Select a category to view a list of all programs that are available to watch. New programs that have been added in the last 7 days will have the **NEW** icon. Programs in their last 7 days will have a **Last Chance** **LC** icon. To find out exactly how long a program will be available, select it to view the "Available Until:" date in the top left corner of the Program Information screen.

To find out what's currently ON DEMAND and to sign up to receive e-mail updates on new programming, just go to [comcast.com/ondemand](http://comcast.com/ondemand).

## Flip Bar



The Flip Bar appears while changing channels or when you press the **Info** button while watching TV. If the network you are watching has ON DEMAND programming available, you will see the **ON DEMAND** **cn** icon on the Flip Bar. Select the **ON DEMAND** **cn** icon by clicking the **►** button on your remote and pressing **OK Selected** to go directly to a menu of ON DEMAND shows available from that particular network.

## Selecting ON DEMAND Programs

Selecting an ON DEMAND movie or program is as easy as the push of a few buttons on your remote.

- Press the **Menu** button on your remote.
- Highlight the **ON DEMAND** **cn** icon and press **OK Selected**.
- Using the **▲▼◀▶** buttons on your remote, select a category and then highlight a movie or program listing and press **OK Selected**.
- If the program is available at no cost, select the **Watch** **eye** icon, or select the **Buy** **buy** icon if a cost applies.
- If you need to purchase the program, a Confirmation screen will appear giving you the option to continue with the order or cancel.
- Select **Yes** to confirm, and a thank-you notice will appear. Your selection will start momentarily.

## Viewing Previews

Follow the steps above to highlight the ON DEMAND movie. When the Program Information screen appears, select the **Preview** **camera** icon to watch a FREE preview of the movie.

## Other Tips for Using ON DEMAND

- To pause, fast-forward, rewind, or stop a program** at any time, use the video control buttons on your remote. Press **◀** to rewind, **▶** to fast-forward, **▶▶** to play, **■** to stop, and **II** to pause.
- Some stopped programs** will be saved in the Saved Programs section for up to 24 hours.
- For premium channel programming**, remember: if you have a subscription to one of these channels, you can watch unlimited amounts of their ON DEMAND programs for FREE!

**Refer to the Quick Tips located in this Welcome Kit for more easy steps.**

## VCR-Like Features



To access VCR-like functions, press the respective arrow buttons located under the **ON DEMAND** button on your remote.

- **Pause** — Press the button, and the program will remain paused for several minutes.
- **Rewind** — Press the button to see a scene again or to start from the beginning.
- **Fast-Forward** — Press the button to move forward.
- **Stop** — Press the button to stop the program at any time, and resume watching when you're ready by pressing the button.

## More ON DEMAND Features

### How to Prevent Unauthorized Orders

To restrict viewing of certain content, Parental Control codes can be used with ON DEMAND. Codes apply to program ratings and require a four-digit code to be entered when accessing content that has a rating lock. Refer to the Parental Controls section located in this Welcome Kit for more information on how to prevent unauthorized orders. If you forget your Personal Identification Number for ON DEMAND, call Comcast Customer Service at 1-888-COMCAST to reset your code. Once your code is reset, you can enter a new Personal Identification Number.

### How to Save Programs

You may leave most shows you're watching and return at any time within the next 24 hours. When you stop a long-form program, it will be transferred into the Saved Programs area. You will have access to most programs for up to 24 hours from when it was ordered. Most free programs under one hour in length are not saved. To view the program again, select the **Watch** icon.

### Resuming or Restarting a Program

You can restart a program from the beginning or resume the program where you left off. To view the programs you have saved, select **Saved Programs** from the ON DEMAND menu and highlight the program you would like to watch. The Program Information screen provides details on the remaining rental time for your selection. Select the **Resume** icon to start the program at the point you stopped, or the **Restart** icon to see the show from the beginning.

## Helpful Hints

### Unable to Process Request Message

If the cable box has trouble communicating with the ON DEMAND system, you will see an "Unable To Process Request" error screen. Simply wait a few minutes and order again. If the message still appears, turn your cable box off, then on again. If the problem persists, contact Comcast Customer Service at 1-888-COMCAST.

### Video Expired Message

Before watching a program, remember to check the remaining rental time from the Program Information screen. If your time expires during the program, you will see a "Video Expired" message. For more information, visit [comcast.com](http://comcast.com) or call Customer Service.

## Important Reception Information

The cable we have installed in your home is approved by the Federal Communications Commission (FCC) and is safe and reliable for carrying cable TV signals. Here are a few tips to keep it that way:

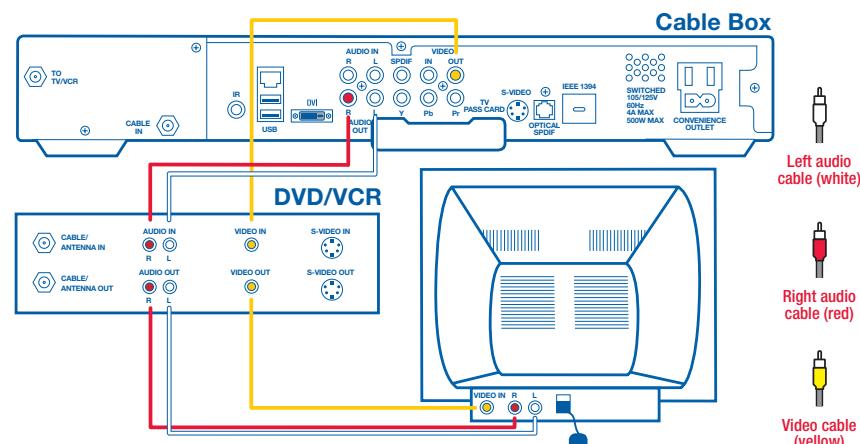
1. During severe electrical storms, you should unplug your TV set and cable box to avoid damage. Comcast and the set manufacturer are not responsible for damage that occurs due to acts of nature.
2. Your cable box operates on 110 volts, so take all the precautions you would for any small appliance — such as checking to see that the cord is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your cable box.
4. If you have someone other than us install the inside wiring in your home, or if you do it yourself, ensure that it complies with applicable governmental regulations (such as the FCC signal-leakage rules) and does not interfere with the normal operations of the cable system and other communications systems (such as radio used by the police and fire departments) and devices.
5. If your TV has no picture or sound, make sure it is plugged into a live electrical outlet and not controlled by a wall switch.

## Wiring Diagrams

Using your DVD player or VCR is a simple, surefire way to gain even more enjoyment from your cable television service. Then again, hooking up all this complicated electronics equipment can be kind of confusing. Which is why, in an effort to make your life a little easier, we've put together a few examples of common DVD player/VCR/TV hookups. If you still have questions or need technical assistance, checking the owner's manual for your DVD player, VCR, or Home Theater receiver is recommended.

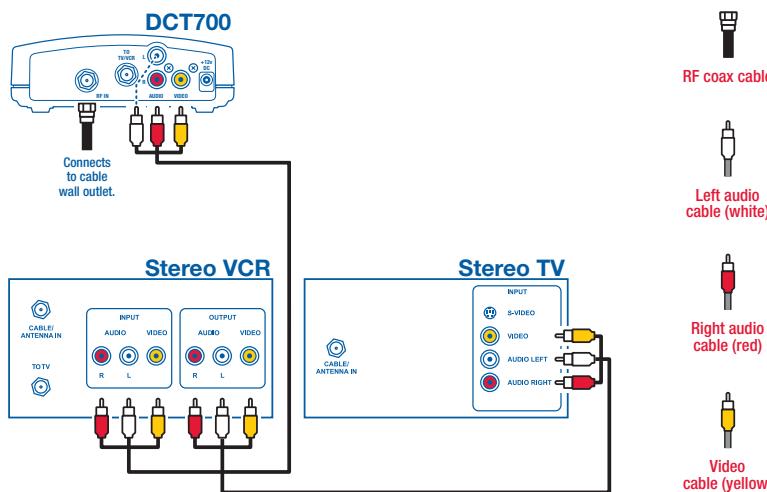
### Option 1 — Cable Box and DVD/VCR

Allows viewing of cable channels using the cable box as your tuner. You can record any channel as long as you are viewing that same channel.



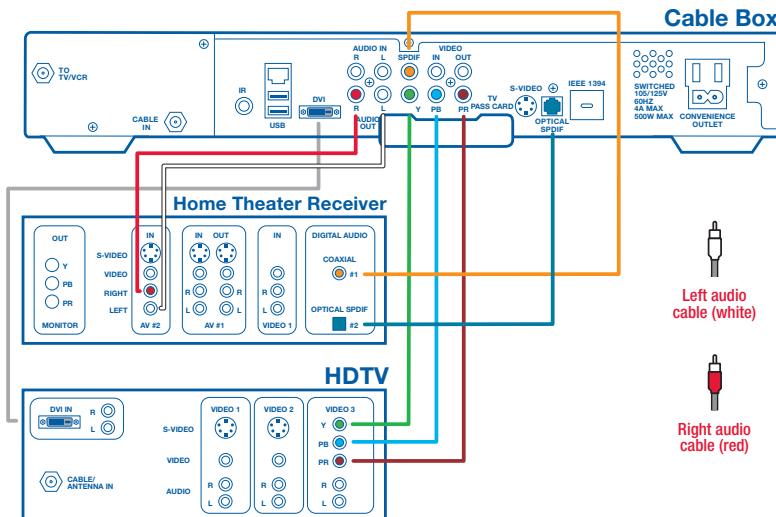
## Option 2—Cable Box Only

Connect cable from the wall to the "Cable In" post on the back of the cable box. Locate the "To TV/VCR" connection on the back of the cable box and connect the cable wire. Attach the other end to the "Cable In" post on the back of your TV.



## Option 3—HDTV with Cable Box and Home Theater Receiver

Allows full advantage of the Comcast cable box digital audio features with a stereo or Home Theater receiver.



**Note:** For additional installation information, such as how to install DVR, please go to [comcast.com](http://comcast.com).

## Frequently Asked Questions

### What should I do if I plan to move?

**BEFORE YOU MOVE**, please call Comcast. This is the best way for us to disconnect your service, retrieve your cable box, and arrange for cable television service in your new home. Call us in advance and we will schedule a new installation, provided that your new home is in our service area. All equipment provided by us should be returned to us immediately should you decide to disconnect your cable service.

### Why won't my remote control respond when I press a key?

Press **Cable** and try to change channels. If nothing happens, check the batteries for possible replacement. If the remote still doesn't work, press the **▲** button on the front of the cable box. If the channel changes, then most likely you have a faulty remote that may need to be replaced.

### How easy is it to hook up my stereo to my Comcast Digital Cable?

Very easy. In fact, we'll be glad to do it for you. Once your Comcast Digital Cable is hooked up to your stereo, you will really begin to enjoy the full range of your home entertainment experience. Not only can you listen to music channels without having your television on, but watching movies can be like having a theater in your home!

### How do I control what my child watches?

With the Parental Control feature of Comcast Digital Cable, you can restrict the viewing of certain material on your TV. You can set a lock to restrict viewing by rating, such as R or NC-17, or restrict viewing by program title. You can also completely lock out certain channels.

For more information, refer to the Parental Controls section found in this Welcome Kit or visit our website at [comcast.com/Parental\\_Controls](http://comcast.com/Parental_Controls) or call 1-866-781-1888.

### What if I forget my Parental Control Codes?

Call Comcast Customer Service to reset them. After they're reset, you'll be able to enter your new Parental Control Code.

### If the power goes out, do I need to reset my Parental Control Codes, Favorite Channels, and Reminders?

No. These are maintained in the Comcast digital cable box memory.

### Is it necessary to get a new TV to watch HDTV?\*

To receive HD networks from Comcast, a high-definition "capable" or "ready" television is required. If you subscribe to our HDTV service, you'll receive a specific digital cable box that will enable you to enjoy the enhanced picture, sound, and wide-screen format of high-definition networks.

### What is DVR?\*

DVR stands for Digital Video Recorder. DVR allows you to record and watch your favorite programs anytime you want without tapes, timers, or a VCR. With DVR you can also control live TV with VCR-like functions including pause, rewind, and fast-forward.

### How often are new movies and programs added to the ON DEMAND menu?\*

The library of ON DEMAND programs is ever changing, with news, movies, and shows being added at various times over the month. New-release movies are added every week. For a complete look at the programming available, go to the ON DEMAND menu and select the categories that interest you. The title and description of each program is listed. Many trailers or previews are also available. To learn more about programs currently available from ON DEMAND, go to [comcast.com/ondemand](http://comcast.com/ondemand).

### What does Comcast High-Speed Internet offer?\*

With Comcast High-Speed Internet you get up to 7 e-mail accounts, web space to create a home page or store files online, and [comcast.net](http://comcast.net) connects you to whatever suits your interest. Plus you can check e-mail from any computer! It's fast and it's cable-powered so there's no dialing up and no waiting.

\*These questions and answers may refer to products not yet available in all areas. Comcast continues to bring you a variety of ways to enhance your entertainment experience. Please refer to [comcast.com](http://comcast.com) for products available in your area.

## Comcast Cable Television Subscriber Privacy Notice

### Why is Comcast providing this notice to me?

As a subscriber to cable television service provided by Comcast, you are entitled under Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act") to know the following:

- the limitations imposed by the Cable Act upon cable operators in the collection and disclosure of personally identifiable information about subscribers;
- the nature of personally identifiable information we collect;
- the nature of the use of personally identifiable information;
- under what conditions and circumstances we may disclose personally identifiable information and to whom;
- the period during which we maintain personally identifiable information;
- the times and place at which you may have access to your personally identifiable information; and
- your rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

In this notice, the terms "Comcast," "we," "us," or "our" refer to the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the local franchising authority. The term "you" refers to you as a subscriber to our cable service or other service.

### What kind of information does the Cable Act and this notice apply to?

The Cable Act applies to personally identifiable information that you have furnished to Comcast, or that Comcast has collected using the cable system, in connection with the provision of cable service or other service. This notice applies to our cable television service. Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons.

### What kind of personally identifiable information does Comcast collect?

The Cable Act authorizes Comcast as a cable operator to use the cable system to collect personally identifiable information concerning any subscriber for the following purposes:

- in order to obtain information necessary to render our cable service or other services to our subscribers; and
- to detect unauthorized reception of cable communications.

The Cable Act prohibits us from using the cable system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

Comcast also collects certain personally identifiable information that our subscribers furnish to us in connection with the provision of cable service or other services. In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These records include some, but typically not all, of the following information: your name, service address, billing address, e-mail address, telephone number, driver's license number, social security number, bank account number, credit card number, and other similar account information.

We also collect and maintain certain other information about your account. For example, this information may include billing, payment and deposit history, service information, customer correspondence and communications records, maintenance and complaint information, records indicating the number of television sets and devices connected to our cable system, and the service options you have chosen. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address.

When you use interactive or other transactional television services, the cable system automatically collects certain information on your use of these services. Most of this information is not personally identifiable information and it is simply used, for example, to carry out a particular request you make using your remote control or set-top box. This information may include information required to change your television channel, review listings in an electronic program guide, and pause or fast forward through certain on demand programs, among other information. It may also include other information such as the time you actually use our services and the use of other features of our services, and which menus and menu screens are used most often and the time spent using them. In order to carry out a particular request you make to watch a pay-per-view program or purchase a product or service, for example, the cable system may collect certain personally identifiable information. This information typically consists of account and billing-related information such as the pay-per-view programs or other products or services ordered so that you may be properly billed for them.

Some of our cable systems may collect limited anonymous, aggregate information using set-top boxes and other tools to determine which programs are most popular, how many people watch a program to its

conclusion, and whether people are watching commercials, for example. As described below in this notice in the question about Comcast disclosing information to others, we may provide certain anonymous, aggregate information to third parties such as audience measurement firms, for example, who may combine it with other aggregated demographic information (such as census records) to provide us with comprehensive audience analysis information. We use this information to improve our cable television service and make programming and advertising more relevant to our subscribers. We may also use this information to distribute relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. Some of these programs or advertisements may invite your participation, which you can provide or decline by using your program guide commands or by following any special instructions on your television screen.

We may also combine personally identifiable information, which we collect as described in this notice as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database or business records. We may use this database and these business records in marketing and other activities related to our cable service and other services. We also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

### How does Comcast use personally identifiable information?

We collect, maintain, and use personally identifiable information as permitted by the Cable Act. We use this information primarily to conduct business activities related to providing you with our cable service and other services, and to help us detect theft of service. Generally speaking, we use personally identifiable information in connection with billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. More specifically, we also use personally identifiable information to:

- install, operate, provide, and maintain our cable service and other services;
- confirm you are receiving the level(s) of service requested and are properly billed;
- identify you when changes are made to your account or services;
- inform you of new products or services that may be of interest to you;
- understand the use of, and identify improvements to, our services;
- detect unauthorized reception of our services;
- determine whether applicable policies and terms of service are being violated;
- configure cable service-related devices; and
- comply with law.

### Does Comcast disclose personally identifiable information to others?

Comcast considers the personally identifiable information contained in our business records to be confidential. The Cable Act authorizes Comcast as a cable operator to disclose personally identifiable information concerning any subscriber for the following purposes if the disclosure is:

- necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to the subscriber;
- required by law or legal process (as described below in this notice); or
- of the names and addresses of subscribers for "mailing list" or other purposes (subject to each subscriber's right to prohibit or limit this disclosure as described below in this notice).

The Cable Act prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent.

We may disclose personally identifiable information as provided for in the Cable Act when it is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. These kinds of disclosures typically involve billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention, for example. We may also collect, use, and disclose information about you in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction you have made over the cable system. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities.

The Cable Act authorizes Comcast as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable "mailing list" or other purposes. From time to time we may disclose your name and address for these purposes.

However, you have the right at any time to prohibit or limit this kind of disclosure by contacting us by telephone at 1-800-COMCAST or by sending us a written request as described below in this notice. Any "mailing list" and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent

of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system.

#### **Who may Comcast disclose personally identifiable information to?**

We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We may also disclose personally identifiable information about you to outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. We make these disclosures as provided for in the Cable Act. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel. We may also disclose certain personally identifiable information about you to third parties such as, for example, charities, marketing organizations, or other businesses, in connection with disclosures made for "mailing list" or other purposes as described above in this notice. If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers' personally identifiable information will, in most instances, be one of the items transferred as part of the transaction. If this notice will be changed as a result of a transaction like that, you should refer to the question below regarding changes to this notice.

#### **Can I prohibit or limit Comcast's use and disclosure of my personally identifiable information?**

You may contact Comcast at 1-800-COMCAST at any time to ask us to put your name on our "do not call" and "do not mail" lists so that you do not receive marketing or promotional telephone calls or mail from us or made at our request. You also have the right at any time to prohibit or limit disclosure of your personally identifiable information for "mailing list" or other purposes as described above in this notice by contacting us by telephone at 1-800-COMCAST. You may also choose to receive, or not receive, promotional e-mails about Comcast's cable television and other services by going to the Internet web page located at [www.comcast.com/preferences](http://www.comcast.com/preferences) and following the instructions there.

If you prefer to contact Comcast in writing instead of by telephone, you may send a written request to your local Comcast office. Be sure to include your name and address, your Comcast account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

#### **When is Comcast required to disclose personally identifiable information by law?**

We make every reasonable effort to protect subscriber privacy as described in this notice. Nevertheless, we may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

The Cable Act requires Comcast as a cable operator to disclose personally identifiable information to a third party or governmental entity in response to a court order. If the court order is sought by a non-governmental entity, we are required to notify the subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the cable subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, and to enforce our rights under our terms of service and policies, in court or elsewhere.

#### **How does Comcast protect personally identifiable information?**

We follow industry-standard practices to take such actions as are necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

#### **How long does Comcast maintain personally identifiable information?**

Comcast maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was

collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If there are no pending requests, orders, or court orders for access to this personally identifiable information, we will destroy the information after it is no longer necessary for the purposes for which it was collected.

#### **Where and when can I see my personally identifiable information?**

You may examine the personally identifiable information regarding you that is collected and maintained by Comcast in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. You may examine these records at your local Comcast office upon reasonable prior notice to us and during our regular business hours. If you wish to examine these records, please contact us by mail or telephone at 1-800-COMCAST, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will only be permitted to examine records that contain personally identifiable information about you and no one else. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate. Comcast reserves the right to charge you for the cost of photocopying any documents that you request.

#### **What can I do if I think my privacy rights have been violated?**

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

#### **Does this notice apply to Comcast's residential Internet service or voice service?**

If you are a subscriber to Comcast's residential Internet service, the Privacy Statement for that service may be found at [www.comcast.net](http://www.comcast.net). If you are a subscriber to Comcast's phone service, the privacy policy for that service is described in Comcast's Privacy and CPNI Policies for Phone Services. That policy is available from [www.comcast.com](http://www.comcast.com) by searching for "privacy policy."

#### **Will Comcast notify me if it changes this notice?**

As required by the Cable Act, we will provide you with a copy of our subscriber privacy notice annually. We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means as permitted by law. If you find the changes unacceptable, you have the right to cancel service. If you continue to use the service following notice of the changes, we will consider that to be your acceptance of and consent to the changes.

Version: January 2006

## Terms and Conditions

**The Customer named on the Work Order ("Customer," "you" or "your") and Comcast ("Company," "we" or "us") agree to the terms and conditions on the Work Order and those listed below. The terms and conditions on the Work Order and those listed below shall together constitute the agreement ("Agreement") for the provision of cable television service ("Service"). By signing the Work Order or using the Service, you agree to be bound by the Agreement. Please carefully review the terms and conditions set forth below. Please note that this Agreement contains a binding arbitration provision in Section 13 that affects your rights under this Agreement.**

### 1. Access to Subscriber's Premises

You agree to allow us and our agents the right, at reasonable times to enter upon the property at the address specified on the Work Order (the "Premises"), for purposes of installing, maintaining, upgrading, replacing and removing our equipment and auditing the Service you receive.

### 2. Maintenance and Ownership of Equipment

All cable home wiring, connectors and mounting hardware installed by Company inside your home to a point 12 inches outside of your home shall, upon installation, except where the Premises is part of a multiple dwelling unit building ("MDU"), become a fixture on the Premises and shall become the property of the owner of the Premises. You acknowledge ownership of such equipment. Ownership of Company installed wiring and facilities in MDU's shall be governed by any agreement between the Company and the building owner and applicable rules and regulations of the Federal Communications Commission ("FCC"). You shall be responsible for the repair and maintenance of any equipment you own or provide. We are not responsible or liable for any loss or impairment of Service due, in whole or in part, to the failure of any equipment you own or provide to work properly. Should any device or any facility owned or provided by you not comply with the technical specifications established by the FCC, we reserve the right to discontinue providing the Service until such non-compliance is corrected.

All equipment, other than the home wiring described above, installed or provided by us, including, but not limited to, converter boxes, cable cards, security devices, and remote control units, shall at all times remain our property ("Company Equipment"). During the term of this Agreement, we will repair and maintain any Company Equipment at our expense, unless such repair or maintenance is made necessary due to your misuse, abuse or intentional damage. In order to ensure compliance with applicable laws and performance standards, you agree that Company Equipment shall not be serviced by anyone other than our employees or agents. You agree not to tamper with Company Equipment. Upon termination of Service or if you move you are responsible for returning all Company Equipment. Company Equipment must be returned to us in undamaged condition, reasonable wear and tear excepted, at a location we designate. All Company Equipment must be returned no later than ten (10) days after Service is disconnected.

You agree to pay our cost to replace any unreturned Company Equipment, including any incidental costs. If any unreturned Company Equipment has been altered to receive the Service without our authorization, you agree that precisely calculating the lost revenue would be difficult if not impossible to determine. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device in addition to our cost to replace the unreturned equipment, including any incidental costs.

**IT IS UNLAWFUL FOR YOU TO USE ANY EQUIPMENT YOU HAVE PURCHASED TO AVOID PAYING FOR SERVICE YOU RECEIVE. IT IS UNLAWFUL TO ALTER OR TAMPER WITH ANY DEVICE BELONGING TO A CABLE TELEVISION COMPANY IN ORDER TO RECEIVE, INTERCEPT OR ASSIST IN RECEIVING, OR INTERCEPTING, ANY COMMUNICATION SERVICE OFFERED OVER A CABLE TELEVISION SYSTEM UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY LAW OR THE CABLE TELEVISION OPERATOR. VIOLATORS ARE SUBJECT TO FINES AND/OR IMPRISONMENT.**

### 3. Charges and Billings

Recurring service and equipment charges are billed one month in advance. Other charges, such as for pay-per-view selections, interactive television fees and transactional fees are billed after the service is ordered. You agree to pay all applicable charges for Services rendered and Company Equipment up to the date such equipment is returned. The bills you receive will show the total amount due and the payment due date.

We will issue a credit or refund for any billing error that charges you for services you did not order which is brought to our attention by you within sixty (60) days of the invoice date. The issuance of a credit or refund, if any, for errors brought to our attention beyond sixty (60) days will be at our sole discretion. Any adjustments to your invoice under this Section or Section 4, shall be in the form of a credit. Your invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine consistent with applicable law.

If you fail to pay your invoice on time, we may, subject to required notice, disconnect Service. If Service is disconnected, you may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected. In addition, unpaid invoices are subject to administrative and/or late fees that will be imposed consistent with applicable law. Payment of a late fee and/or administrative fee constitutes an acknowledgement by you that the fee is a reasonable estimate of the average costs covered by late payers. Any such fees assessed are not an extension of credit, interest or a finance charge. If we are required to use a collection agency or attorney to collect money that you owe us or assert any other right we may have under this Agreement, you agree to pay our reasonable costs of collection or of any action to enforce our rights, including without limitation, attorney's fees and court costs. No acceptance of partial payment by us shall constitute a waiver of our right to collect the full balance owing.

### 4. Company Changes in Services, Rates and Charges

Subject to applicable law, we have the right to change our Service and Equipment rates or charges, at any time. We also may rearrange, delete, add to or otherwise change programming or services. We are not liable for failure to deliver any programming or services, except as provided in Section 5 below.

If the change affects you, we will provide you notice of the change. The notice may be provided on your monthly bill, as a bill insert, in a newspaper or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the change, we will consider this your acceptance of the change. Please take the time to read the monthly messages and to review your bill carefully.

### 5. Disruption of Service

We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of Service, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of Service. In all other cases of Service interruption, you shall be entitled upon a request made within thirty (30) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically otherwise provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption.

**EXCEPT AND UNLESS SPECIFICALLY PROVIDED OTHERWISE BY LAW, SUCH CREDIT SHALL BE YOUR SOLE REMEDY FOR AN INTERRUPTION OF SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.**

### 6. Authority

You represent and warrant that you are the owner of, or a tenant in, the Premises and have authority to enter into this Agreement and abide by its terms. You agree to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.

### 7. Assignability

This Agreement and the Service furnished hereunder may not be assigned by You. You agree to notify us of any changes of ownership or occupancy of the Premises immediately upon such transfer of ownership or occupancy. We may freely assign our rights and obligations under this Agreement.

### 8. Refundable Deposit

We acknowledge the receipt of the refundable deposit, if any, specified on your Work Order. We may also require a deposit after Service activation if you fail to pay any amounts when due hereunder. Within forty-five (45) days of Service disconnection we shall return a sum equal to the deposit, without interest unless otherwise required by law, minus any amounts due on your account including without limitation, any amounts owed for unreturned or damaged or altered Company Equipment.

### 9. Termination

This Agreement and the Service provided hereunder may be terminated: (a) by us at any time without prior notice (i) if you fail to comply in full with its terms, (ii) you breach any other agreement you have with us or our affiliates, or (iii) if we lose the right or ability to use rights-of-way necessary to provide Service to you; or (b) by you, at any time by giving us notice. At the time of termination, all outstanding amounts must be paid in full and all Company Equipment must be returned by you as specified in Section 2.

You agree that you shall be responsible for and pay all charges for Services rendered up to the date such equipment is returned. In the event we terminate this Agreement, restoration of Service shall be solely at Company's discretion and on such terms as we determine are necessary to resume Service on a commercially reasonable basis.

#### **10. Limitation of Warranty**

COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.

#### **11. Use of Service**

You agree to use the Service or the programming we furnish only for non-commercial home use, unless otherwise specifically authorized by us in writing. You shall not use the Company Equipment or the Service, directly or indirectly, for any unlawful purpose. You may not use the Company Equipment at any time at an address other than your home or location where Service was installed by us without our prior written authorization. Use of the Company Equipment or Service for transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. In addition to the foregoing, you acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service.

#### **12. Taxes**

You agree to pay all taxes, including, but not limited to, all sales, excise, real and personal property taxes, which may be levied or imposed by any government because you receive our Service.

#### **13. Binding Arbitration**

A. Purpose: If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution process described in your Welcome Kit from Comcast, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

B. Definitions: As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and Comcast, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause provided in Section E(2) below). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Provision, "Comcast" means Comcast Cable Communications, LLC., its officers, directors, employees and agents, and all entities using the brand name "Comcast", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies. As used in this Provision, the term "Arbitration Provision" means all the terms of this Section 13.

C. Initiation of Arbitration Proceeding/Selection of Arbitrator: If you or Comcast elect to resolve your Dispute with Comcast through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, [www.adr.org](http://www.adr.org)

2. USA&M Portland, Oregon, 1000 S.W. Broadway, Suite 1710, Portland, OR 97205, (503) 223-2671, [www.usam-oregon.com](http://www.usam-oregon.com)

3. National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405-0191, 1-800-474-2371, [www.arbitration-forum.com](http://www.arbitration-forum.com)

D. Arbitration Procedures: Because the service provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, the rules contained in this Arbitration Provision shall govern. If the arbitration organization that you selected will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. In the event that the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint a service that will enforce the Provision as written. If there is a conflict between this Arbitration Provision and the rest of the Subscriber Agreement, this Arbitration Provision shall govern.

You and Comcast agree that a single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will apply applicable statutes of limitation (as modified by this Arbitration Provision), will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside of the arbitration, if requested to do so by you or Comcast. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or Comcast, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The party wishing to appeal the decision of the single arbitrator shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization, through a written notice of appeal, that it is exercising its right to appeal. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

#### E. Restrictions:

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 3 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS-ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED.

F. Location of Arbitration: The arbitration will take place at a location, convenient to you, in the area where you receive the service from us.

G. Payment of Arbitration Fees and Costs: COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE AMOUNT THAT YOU WOULD HAVE PAID TO FILE A CASE REGARDING YOUR DISPUTE WITH COMCAST IN THE STATE COURT WHERE YOU RECEIVE THE SERVICE FROM COMCAST. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IN THE EVENT A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

H. Severability: If any clause within this Arbitration Provision (other than the class action waiver clause identified in Section E(2) above) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event that this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**I. Exclusions from Arbitration:** YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE, THEFT OR PIRACY OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT YOU ARE PERMITTED TO PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

**J. Continuation:** This Arbitration Provision shall survive the termination of your service with Comcast.

#### **14. Liability of Customer**

YOU SHALL BE RESPONSIBLE AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (I) YOUR USE OF THE SERVICE; (II) INFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS ARISING FROM YOUR USE OF ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (III) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

#### **15. Subscriber Privacy Notice**

As a subscriber to cable services, you are entitled under Federal law to certain privacy notices. We have enclosed the subscriber policy notice with this package of information.

#### **16. Amendment and Enforcement of Agreement**

This Agreement constitutes the entire agreement between you and the Company and shall continue in force indefinitely unless terminated pursuant to Section 9. No undertaking, representation, or warranty made by any agent or employee of the Company in connection with the installation, maintenance, provision or termination of Service which is inconsistent with the terms of this Agreement, shall be binding on Company. Company may amend this Agreement on thirty (30) days prior notice to you and such amendment may be provided to you in hard copy, delivered via your television or any other available electronic means, as determined in our sole discretion. Your election to continue receiving the Service after the thirty-day notice period shall be deemed to constitute your acceptance of such amendment. No alteration or modification of the terms of this Agreement by you shall be accepted and each alteration or modification shall be void. If any provision of this Agreement is determined to be illegal or unenforceable by a court, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement. If any provision of this Agreement conflicts with a provision of an applicable ordinance or other government regulation, the provision in such ordinance or regulation, to the extent of such conflict, shall apply.

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement.

This Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided.

## **Important Information**

### **Customer Complaint Procedures**

If you have a complaint regarding your cable television service or your bill, please call the local customer service number listed on the How To Reach Us insert or our toll-free telephone number which is available 24 hours a day, seven days a week. You can also visit the local business office at the address listed on the How To Reach Us insert. Alternatively, if you wish to put your comments in writing, your letter should be addressed to Comcast at the local address listed on the How To Reach Us insert. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly cable bill or call the local customer service number listed on the How To Reach Us insert for the name and address of your local franchising authority.

### **Service Problems**

If you experience a problem with picture or signal quality, you should review your television and/or VCR owner's manual for proper adjustment. If the problem does not clear up, you should call the local customer service number listed on the How To Reach Us insert and describe the problem to a customer service representative.

In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than twenty-four hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to your monthly cable bill or call the local customer service number listed on the How To Reach Us insert for the name and address of your local franchising authority.

### **Moving**

Before you move, please call the local customer service number listed on the How To Reach Us insert. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home if your new home is in our service area.

### **Equipment**

In the event your service is terminated, the converter, remote control and any other equipment provided by us, should be returned to our local business office. You will continue to be billed for the equipment until it is returned. If you have lost or are otherwise unable to return the equipment you will be billed for the equipment.

### **Identification**

Our employees and designated contractors are required to carry a photo-identification card while working. Feel free to ask for identification from anyone who claims to be our employee or representative.

### **Previews**

During the course of the year, we may offer a "Free Preview" of a premium channel. If you find any of the programming objectionable, you may call us and we will block out the Free Preview channel.

### **Equipment Compatibility**

#### **Televisions and VCR Compatibility**

Many newer television sets and videocassette recorders (VCRs) are labeled "cable ready." Typically, a cable ready television or VCR is one which, when connected directly to cable service, can receive all unscrambled, non-premium channels (premium channels include such channels as HBO and Showtime). Older televisions and VCRs are more likely to be non-cable ready, which means they generally receive only some numbered channels (usually channels 2-13). Even if you have an older television or VCR that was advertised as being "cable ready" or "cable compatible," the equipment may not perform as you expected when connected directly to our cable system. This is because there previously were no standards applicable to television set manufacturers governing the reception of cable channels. According to new federal regulations, televisions and VCRs sold in the United States as of July 1997 cannot be called "cable ready" or "cable compatible" unless they comply with the new technical requirements adopted by the FCC, including the ability to properly tune cable channels. Existing equipment may meet some but not all of these standards, and connecting our

cable service directly to such equipment may cause signal degradation or interference. If you are not sure whether your television or VCR is "cable ready", you should review the equipment manual and instructions, or contact the manufacturer. If your equipment is not fully cable ready, you can still receive all standard cable channels offering non-scrambled or non-encrypted programming by renting or purchasing a single set-top converter without descrambling or decryption capabilities. We rent set-top converters to our customers for a low monthly fee that will be compatible with the services you purchase from us. You may also purchase set-top converters at electronic stores or other retail outlets in your area.

### **Compatibility of Set-Top Converters and CableCards**

Many subscribers currently rent or own set-top converters to receive our cable services. Because a set-top converter functions as the channel tuner on your television or VCR, it may prevent you from using some of the special features and functions of your television or VCR. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as "picture in picture," channel review or use other features that necessitate channel selection by the television set or VCR. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from Comcast or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems or if you have any questions regarding other equipment compatibility issues.

In order to enable you to utilize special features, which your television and VCR may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include for example, set-top converters and multiple descrambler/decoders and/or timers (or if such devices are not available, multiple set-top devices will be provided), and signal bypass switches. If you plan to purchase cable services that we scramble or encrypt, such as premium, pay-per-view or digital services, you should make sure that any set-top converter, or navigation device or Digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCard in place of a converter) that you purchase from a retail outlet is compatible with our system or Note: CableCards will not support two-way, interactive services such as ON DEMAND, pay-per-view and the Comcast interactive program guide. Sets capable of supporting two-way services will be available in the future, and Comcast is committed to supporting that technology when it becomes available.

Upon your request, we will provide you with the necessary technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for set-top converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our scrambled services, we will not authorize the use of any converter/descrambler which does not conform to all required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

### **Remote Control Units**

We rent remote control units to subscribers to access set-top converter features remotely. Currently, we provide subscribers with set-top converters with compatible remote control units. Although we rent remote control units at a nominal fee, subscribers may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers include: Sony RMV502, RCA RCU740MSP6, and Philips PHL PMDVR8. A list of additional compatible remotes may be obtained from your local Comcast office. Although these remote control units are compatible with the set-top converters that we currently offer, these remotes may not be functional if we change the type of set-top converters we offer to subscribers. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us.

### **Notice of Availability of Converters for Additional Outlets**

Subscribers who install their own additional receiver connections may not be able to receive all broadcast stations carried on the cable system without additional equipment. For those television sets that are not truly compatible with the cable system, television broadcast stations located above Channel 13 may not be receivable without additional equipment.

The equipment necessary to receive all broadcast stations carried on the cable system is for (lease) and/or (sale) from your cable company and may be available from retail stores within your community. Instructions for installation of this equipment are also available upon request. Please contact your local cable company for complete details.

### **Service Changes and Installation**

Standard installations are generally completed within seven (7) business days. If you initiate a change in the services you receive, you may be subject to the applicable installation or change of service charge. Please refer to the service rate information we have supplied to you for details. A list of our services and charges is provided to our customers annually in a mailing or bill insert. You may obtain additional information about our current services, fees and prices by calling us during normal business hours.

### **Other Services and Information**

In addition to our Basic and Preferred Service packages, we also offer optional video and audio programming services, including individual premium channels (such as HBO, Cinemax, Showtime, Starz and Encore) and pay-per-view services which deliver individual movies, sporting events and special events. We also offer Digital Service packages and High Speed Cable Modem Service in selected service areas where our cable plant has been rebuilt or upgraded. For some optional services you must have a compatible addressable converter or a cable modem.

Please call us at the local customer service number listed on the How To Reach Us insert to talk to one of our customer service representatives about our products and services, or go to our Internet website, [www.comcast.com](http://www.comcast.com) to see the latest information on our services.

We may change this information in the future. We will send you a written, electronic or other appropriate notice informing you of any changes and the effective date. If you find the change unacceptable, you have the right to cancel your service. However, if you continue to receive our service after the effective date of the change, we will consider this your acceptance of the change.

For those of our customers receiving service through commercial accounts, bulk rate arrangements or similar arrangements, some of the policies, procedures and services herein may not apply. Please call us at the local customer service number listed on the How to Reach Us insert to talk to one of our customer service representatives for further information.

**Notes**

MO VOD 0706

# EXHIBIT B

notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization.

The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

**f. Restrictions.**

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, WHICH ARE SUBJECT TO THE BILLING DISPUTE PROVISIONS IN THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.

3. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH COMCAST UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

**g. Location of Arbitration.** The arbitration will take place at a location, convenient to you, in the area where you receive the service from us.

**h. Payment of Arbitration Fees and Costs.** COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE

COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDBALE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

**i. Severability.** If any clause within this Arbitration Provision (other than the class action waiver clause identified in paragraph f(2)) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

**j. Exclusions from Arbitration.** YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT YOU PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

**k. Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with Comcast.

# Arbitration Notice



**NOTICE FROM COMCAST  
REGARDING ARBITRATION**

**THIS NOTICE CONTAINS AN IMPORTANT CHANGE TO YOUR CUSTOMER OR SUBSCRIBER AGREEMENT WITH COMCAST (THE "AGREEMENT"). PLEASE NOTE THAT THIS CHANGE TO THE AGREEMENT AS SET FORTH BELOW RESTATES AND SUPERSEDES ANY PREEXISTING PROVISION IN THE AGREEMENT CONCERNING ARBITRATION AND TAKES EFFECT THIRTY (30) DAYS AFTER THIS NOTICE WAS MAILED TO YOU (THE "EFFECTIVE DATE").**

**IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS NOTICE BY VISITING [WWW.COMCAST.COM/ARBITRATIONOPTOUT](http://WWW.COMCAST.COM/ARBITRATIONOPTOUT), OR BY MAIL TO COMCAST 1500 MARKET ST., PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.**

**IF YOU DO NOT OPT OUT OF ARBITRATION IN THE MANNER INDICATED ABOVE YOUR CONTINUED USE OF THE SERVICE AFTER THE EFFECTIVE DATE SHALL BE DEEMED TO BE YOU ACCEPTANCE OF THIS CHANGE. THIS CHANGE MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR COMCAST WILL RESOLVE ANY DISPUTE WITH ONE ANOTHER.**

**ARBITRATION**

**a. Purpose.** If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution process described in the Agreement, you or Comcast may elect to

arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

**b. Definitions.** As used in this Arbitration Provision, the term "Dispute" means any dispute, claim or controversy between you and Comcast regarding any aspect of your relationship with Comcast that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause provided in paragraph f(2)). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Comcast" means Comcast Cable Communications, LLC., its officers, directors, employees and agents, and all entities using the brand name "Comcast", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies. As used in this Arbitration Provision, the term "Arbitration Provision" means all the terms of this notice.

**c. Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS NOTICE BY VISITING [WWW.COMCAST.COM/ARBITRATIONOPTOUT](http://WWW.COMCAST.COM/ARBITRATIONOPTOUT), OR BY MAIL TO COMCAST 1500 MARKET ST., PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

**d. Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Comcast elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may select from the following arbitration

organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association ("AAA"),  
335 Madison Ave., Floor 10, New York, NY 10017-4605,  
1-800-778-7879, [www.adr.org](http://www.adr.org)
2. National Arbitration Forum ("NAF"),  
P.O. Box 50191, Minneapolis, MN 55405-0191,  
1-800-474-2371, [www.arbitration-forum.com](http://www.arbitration-forum.com)

**e. Arbitration Procedures.** Because the Service(s) provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, this Arbitration Provision shall govern. If the arbitration organization that you select will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of the Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written

# EXHIBIT C



Contact us: [www.xfinity.com](http://www.xfinity.com) 1-800-XFINITY (1-800-934-6489)

Account Number

[REDACTED] 6715

Billing Date

08/14/17

Total Amount Due

\$146.99

Auto Pay

09/07/17

Page 1 of 2

For service at:  
 [REDACTED] COVERED BRIDGE RD  
 KING OF PRUSSIA PA 19406-1778

## Thanks for choosing XFINITY from Comcast

Thank you for your prompt payment. For quick and convenient ways to manage your account, view and pay your bill, please visit [www.xfinity.com/myaccount](http://www.xfinity.com/myaccount)

Moving? Visit [xfinity.com/moving](http://xfinity.com/moving) today to help you stay connected to all of your XFINITY services.

### Monthly Statement Summary

Previous Balance	146.99
EFT Payment - 08/07/17	-146.99
New Charges - see below	146.99
<b>Total Amount Due</b>	<b>\$146.99</b>
Auto Pay	09/07/17

### New Charges Summary

Bundled Services	102.95
Additional TV Services	9.95
Add'l Products, Services & Equipment	20.00
Other Charges & Credits	7.00
Taxes, Surcharges & Fees	7.09
<b>Total New Charges</b>	<b>\$146.99</b>



P.O. BOX 211008 EAGAN MN 55121-2408  
 8499 1000 NO RP 14 08152017 NYNNNNNN 01 025923 0104

[REDACTED] COVERED BRIDGE RD  
 KING OF PRUSSIA, PA 19406-1778



Account Number

[REDACTED] 6715

Auto Pay

09/07/17

Total Amount Due

\$146.99

Auto Bank Payment Will Be Made 09/07/17

**COMCAST**  
 PO BOX 3001  
 SOUTHEASTERN PA 19398-3001



## Service Details

Contact us: [@ www.xfinity.com](http://www.xfinity.com) 1-800-XFINITY (1-800-934-6489)

## Account Number

6715

## Billing Date

08/14/17

## Total Amount Due

\$146.99

## Auto Pay

09/07/17

Page 2 of 2

## Bundled Services

Blast Plus	08/24 - 09/23	102.95
Includes Digital Economy Service With 1st TV Box And Remote, HBO, Strempix And Blast! Internet. PA State Taxable Amount For Equipment And Premium Service Is *\$19.68.		

**Total Bundled Services** **\$102.95**

## Taxes, Surcharges &amp; Fees

TV		
Franchise Fee		4.52
State Sales Tax		1.88
FCC Regulatory Fee		0.09
Internet		
State Sales Tax		0.60
<b>Total Taxes, Surcharges &amp; Fees</b>		<b>\$7.09</b>

## Additional TV Services

HD Technology Fee	08/24 - 09/23	9.95
<b>Total Additional TV Services</b> <b>\$9.95</b>		

## Add'l Products, Services &amp; Equipment

Internet/Voice Equipment	08/24 - 09/23	10.00
Rental		
DVR Service 08/24 - 09/23 10.00 TV Box With Remote Is Included In Your Video Package (HD Technology Fee Is Required And May Be Included In Your Video Package) PA State Taxable Amount For Service Is *\$10.00		
<b>Total Add'l Products, Services &amp; Equipment</b>		<b>\$20.00</b>

## Other Charges &amp; Credits

Broadcast TV Fee	7.00
<b>Total Other Charges &amp; Credits</b> <b>\$7.00</b>	

For closed captioning concerns and other accessibility issues affecting customers with disabilities, call 855-270-0379, go online for a live chat at [www.xfinity.com/support/account/accessibility-services](http://www.xfinity.com/support/account/accessibility-services) or email [accessibility@comcast.com](mailto:accessibility@comcast.com) or write to Comcast 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838. Attention: S. Adams, or fax: 1-866-599-4268.

Hearing/Speech Impaired call 711.

## Important Account Information

Please call us if you have any questions regarding the charges billed to your account. You have 120 days from the date of this bill to dispute any charges included on this bill. Local Franchise Authority: PA1927 Upper Merion Twp., 175 W. Valley Forge Rd., King Of Prussia, PA 19406; PA0806 Norristown Borough; PA1465 Bridgeport Borough, P.O. Box 148, Bridgeport, PA 19405.

The Broadcast TV Fee recovers a portion of the costs of retransmitting television broadcast signals.



Your nearest XFINITY Store: 130 Town Square Place, King of Prussia, PA 19406; M-Sat 9am-9pm, Sun 10am-6pm. Report Service Issues 24 hours a day, 7 days a week. Sales & Billing available daily 7am-10pm.

# **Comcast Agreement for Residential Services**

X60484



## **COMCAST AGREEMENT FOR RESIDENTIAL SERVICES**

### **ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS**

**XFINITY Service(s) will be provided to you and all persons who use the Service and/or XFINITY Equipment ("you," or "your") on the terms and conditions set forth in this Agreement (the "Agreement") and any applicable tariffs, service guides, posted policies and procedures, by an operating subsidiary or affiliate of Comcast Cable Communications, LLC providing such service ("Comcast," "we," "us" or "our"). For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Comcast Cable Communications, LLC. Service(s) may include, but are not limited to, cable television and other video delivery service ("TV"), XFINITY Internet service ("Internet"), XFINITY Voice service ("Voice") and other such services as Comcast may determine are ancillary to TV, Internet or Voice Services (each a "Service" and collectively the "Services"). The Service(s) provided under this Agreement do not include XFINITY Home, XFINITY Mobile Services, Comcast owned or controlled websites which have their own terms of service and policies that are accessible from those sites.**

**You may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.**

**Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 13 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

### **GENERAL TERMS AND CONDITIONS**

#### **1. ACCEPTANCE OF THIS AGREEMENT**

**If you use or otherwise indicate your acceptance of the Service(s), you have accepted this Agreement and agree to be bound by its terms.**

#### **2. CHARGES AND BILLINGS**

**a. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, monthly service, XFINITY Equipment (as defined below), purchases or rentals or other services, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES, WHETHER IMPOSED ON YOU OR US, THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our rate card or other notice. We will provide you with notice

notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at [www.xfinity.com](http://www.xfinity.com) or any other website about which you have been notified. If you find any change to this Agreement to be unacceptable, you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than 30 days after we deliver notice of the change, however, will constitute your acceptance of the change.

### **17. IMPORTANT INFORMATION**

If you are unable to get a problem resolved to your satisfaction at our local office, you may write to the Comcast Corporate Offices at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103-2838 with concerns and complaints.

**• Massachusetts Residents:** In addition if you are unsatisfied with our handling of your TV complaint, you may contact your local franchise authority: the Consumer Division of the Department of Telecommunications and Cable (DTC) toll free at 1-800-392-6066 or you may write to them at 1000 Washington Street, Suite 820, Boston, MA 02118.

**• Connecticut Residents:** If you experience a problem with your Service(s), please contact us first and give us an opportunity to resolve your problem. If a TV matter is not resolved to your satisfaction, please contact the Connecticut Department of Utility Control at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.

**• New York Residents:** If you experience a problem with your Service(s), please contact us first and give us an opportunity to resolve your problem. If your TV concerns have not been resolved contact your local government, or call the **New York State Public Service Commission (PSC) at 1-800-342-3377**, or write to: **Customer Service Representative, New York State Public Service Commission, Office of Customer Services**, Three Empire State Plaza, Albany, New York 12223-1350.

**• New Hampshire and Maine Residents:** The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce Consumer Protection Laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301

**• Vermont Residents:** The Vermont Department of Public Service Customer Hotline (1-800-622-4496) can provide assistance in the resolution of consumer TV complaints.

MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**d. Information Provided to Third Parties.** We are not responsible for any information provided by you to third parties including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). You assume all privacy, security, and other risks associated with providing any information, including customer proprietary network information ("CPNI") or personally identifiable information, to third parties via the Service(s). For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

**e. Protection of Our Information and Marks.** All Service(s) information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ours and our affiliates are and shall remain our exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**f. Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Service(s) in any way that violates any provision of such laws or their implementing regulations.

**g. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, we and our agents reserve the right to delete all your data, files, electronic messages or other information that is stored on our or our suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses, and voice mail. In the event you cancel Voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**h. Monitoring and Recording.** You agree that Comcast and its agents may monitor and record any telephone calls or other voice, data or image communications that are transmitted between: (1) Comcast and its agents and (2) you, your agents, any user of your Service(s) or Equipment, or any user of any phone numbers associated with your account.

## 16. NOTICE METHODS FOR CHANGES TO THIS AGREEMENT

We may deliver any notice concerning our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our discretion: (1) by posting it on [www.xfinity.com](http://www.xfinity.com) or any other website about which you have been notified; (2) by mail or hand delivery to your Premises; (3) by e-mail to the address for your account in our records; or (4) by including it on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective

of any change in our standard prices or fees or new prices or fees, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law.

• **For Internet.** Internet price information and additional terms are available at <http://www.xfinity.com/policies> (or an alternative site if we notify you).

• **For Voice.** Voice price information and additional terms are available at <http://www.xfinity.com/policies> and <http://www.xfinity.com/corporate/about/phonetermsofservice/phonetermsofservice.html> (or an alternative site if we notify you).

• **For Minimum Term Agreements.** If you have agreed to a minimum term agreement, your price for Service(s) will be as specified for the duration of the minimum term agreement.

**b. How We Will Bill You.** Unless you are subject to a minimum term, Service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring Service charges, equipment charges, and fees. **YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, XFINITY EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S).** You may be billed for some Service(s) individually after they have been provided to you; these may include, but are not limited to, measured and per-call charges (as explained below) and charges for pay-per-view movies or events, interactive television, and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.

• **For Voice.** If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). See <http://www.xfinity.com/corporate/about/phonetermsofservice/phonetermsofservice.html> for information on per-call charges and the timing of measured-call charges. If your usage charges for Voice exceed typical residential usage charges, we may: (i) require you to make advance payments for Voice, which we may offset against any unpaid balance on your account; (ii) establish a credit limit for usage charges for Voice and/or features; and/or (iii) restrict Voice or features. If you exceed your credit limit, we reserve the right to suspend Voice and require payment for usage charges assessed to your account. Our paper bills for Voice contain only a summary of charges. Detailed information is available for a limited period at a password-protected portion of our website. You may call 1-800-XFINITY for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these copies except where prohibited by applicable law.

**c. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet or interactive options on your TV Service that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

**d. Alternative Billing Arrangements.** We may agree to provide billing services on behalf of third parties. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and such third party.

**e. Payment by Credit Card or Check.** Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize us to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.

**f. Our Remedies if You Pay Late or Fail to Pay.**

**1. Late or Non-Payments:** You may be billed fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date.

**• For Maryland Residents. YOU WILL BE ASSESSED A LATE FEE OF 10% PER MONTH FOR ANY AMOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT, EXCEPT IN GARRETT AND ALLEGANY COUNTIES AND HANCOCK, MD. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due.**

**• For Garrett and Allegany County, Maryland Residents. YOU WILL BE ASSESSED A LATE FEE OF \$4.95 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.**

**• For Hancock, Maryland Residents. YOU WILL BE ASSESSED A LATE FEE OF \$2.00 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 45 DAYS FROM THE DATE THE INVOICE WAS SENT.**

**2. Fees Not Considered Interest or Penalties:** We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

**3. Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. **If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.**

**4. Suspension/Disconnect:** If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

**i. Arbitral Fees and Costs.** If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.

**j. Survival.** This Arbitration Provision shall survive the termination of your Service(s) with us.

**k. For New York Residents. You may elect to resolve a Dispute for TV through the New York Public Service Commission in accordance with NYCR 16§890.709(a) and NYCR 16§709(c).**

**14. CUSTOMER PRIVACY NOTICE AND SECURITY**

**a.** We will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide any Service(s) to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to <http://www.xfinity.com/Corporate/Customers/Policies/CustomerPrivacy>.

**b.** To the extent we are expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is our information security policy to provide such notice to you in the manner set forth in Section 16.

**15. GENERAL**

**a. Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and us with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement.

**b. Waiver of Jury Trial.** WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

**c. Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

**i. Age:** You are at least 18 years of age.

**ii. Customer Information:** You represent and warrant that you have provided us with information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). **YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR**

**e. Initiation of Arbitration Proceeding/Selection of Arbitrator.** The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to Comcast, 1701 JFK Boulevard, Philadelphia, PA 19103-2838 – ATTN: LEGAL DEPARTMENT.

**f. Right to Sue in Small Claims Court.** Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have an action heard in a small claims court in the area where you receive(d) Service(s) from us if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

**g. Arbitration Procedures.** This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive Service(s) from us. If you no longer receive Service(s) from us when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute provided that we offer Service(s) in that county, or in the area where you received Service(s) from us at the time of the events giving rise to your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

**h. Waiver of Class Actions and Collective Relief.** THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

**g. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, we may require you to pay additional installation or activation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

**h. Our Right to Make Credit Inquiries. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.** We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s).

**i. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 120 days of the date on the bill or you waive any such disputes or credits.

• **For Sacramento, California Residents.** Billing errors or other requests for credit must be brought to our attention within 120 days of the time you receive the bill for which you are seeking correction, unless applicable law requires a longer period. We will investigate and respond to all complaints within five (5) business days of the receipt of the complaint, unless an investigation requires a search of historical records in which case we will respond within fourteen (14) business days. If a payment was not credited to your account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to fourteen (14) days.

### 3. REFUNDABLE DEPOSIT AND REFUNDS

We may require you to pay a refundable deposit when you activate the Service(s), if you add XFINITY Equipment and/or Service(s) or if you fail to pay any amounts when they are due. Subject to applicable law your deposit will be credited to your account (without interest unless otherwise required by law) the earlier to occur of: (1) your account remains in good standing for twelve (12) months or (2) upon full disconnection of all Services. Refunds shall be provided within thirty (30) days of Service disconnection and the return of all XFINITY Equipment or as otherwise specified by applicable law in an amount equal to the credit balance on your account, if any, minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any XFINITY Equipment that is damaged, altered, or not returned).

• **For Prince Georges, Maryland Residents.** Refunds are issued within thirty (30) days of Service disconnection and the return of any XFINITY Equipment or your next billing cycle, whichever is earlier, in a sum equal to the credit balance on your account, if any, minus any amounts due on your account, including, any amounts owed for the Service(s) or for any XFINITY Equipment that is damaged, altered, or not returned.

### 4. CHANGES TO SERVICES

Subject to applicable law, we have the right to change our Service(s), XFINITY Equipment, rates and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. We may deliver any notice concerning changes to the Service(s) and

our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on [www.xfinity.com](http://www.xfinity.com) or any other website about which you have been notified; (2) by mail or hand delivery to your Premises; (3) by e-mail to the e-mail address for your account in our records; or (4) by including the information on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, service texts, and all postings at [www.xfinity.com](http://www.xfinity.com) or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

## 5. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

**a. Premises.** You agree to allow us and our agents the right to enter your property at which the Service(s) and/or XFINITY Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or XFINITY Equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

**• For California West Bay Area and San Francisco, California Residents.** If we fail to keep an appointment with respect to TV, we will credit your account with free installation service call (free of charge), or a minimum credit of \$20 if the appointment was for an installation or service call for which a fee was to be charged.

**• For Sacramento, California Residents.** If we fail to keep an appointment with respect to TV, we will credit your account with one month of Limited Basic up to a maximum credit equal to one month of the Digital Starter price.

**b. Customer Equipment.** "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service(s) or XFINITY Equipment that is not provided or leased by us. You agree to allow us and our agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner provided such authorization.

## 6. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

**a. XFINITY Equipment.** "XFINITY Equipment" means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to, cabling or wiring (except for Inside Wiring) and related electronic devices, modems, routers, CableCARDS, and any other hardware and includes all software and programs contained within XFINITY Equipment or downloaded to

obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

## 12. INDEMNIFICATION AND LIABILITY

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE XFINITY EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY AUP.

## 13. BINDING ARBITRATION

**a. Purpose.** Any Dispute involving you and us shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

**b. Definitions.** This Arbitration Provision shall be broadly interpreted. "Dispute" means any claim or controversy related to us or our relationship, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement; and (4) claims that are the subject of purported class action litigation. As used in this Arbitration Provision, "us" means Comcast and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of the XFINITY Service(s) or Equipment.

**c. Exclusions.** NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (iii) DISPUTES THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

**d. Right to Opt Out.** IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST XFINITY SERVICE ACTIVATION, BY VISITING [WWW.XFINITY.COM/ARBITRATIONOPTOUT](http://WWW.XFINITY.COM/ARBITRATIONOPTOUT) OR IN WRITING BY MAIL TO COMCAST 1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND OUR ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR SERVICE(S) PROVIDED BY US. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH RESPECT TO THE ACCOUNT GOVERNED BY THIS AGREEMENT, YOU DO NOT NEED TO DO SO AGAIN. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE.

**g. Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service(s), including without limitation, their services, equipment, infrastructure, or content. We shall not be bound by any undertaking, representation or warranty made by an agent, or employee of ours or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. We are not responsible for any services, equipment, infrastructure, and content that are not provided by us, or the performance (or non-performance) of third-party services, equipment, infrastructure, or content, even if they are components of the Service(s), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service(s).

**h. Damages.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

- (1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE XFINITY EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE XFINITY EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE XFINITY EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); OR
- (2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE XFINITY EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**i. Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, our liability and of our employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

**j. Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other

Customer Equipment by us. You expressly agree that you will use the XFINITY Equipment exclusively in connection with the Service(s). You agree that except for the wiring installed inside the Premises ("Inside Wiring"), or equipment purchased by you from us, all XFINITY Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the XFINITY Equipment at our discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the XFINITY Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the XFINITY Equipment, or permit any other service provider to use the XFINITY Equipment. The XFINITY Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the XFINITY Equipment for an additional charge. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE XFINITY EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than us or our agents to service the XFINITY Equipment. You are responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the XFINITY Equipment to us in an undamaged condition.

**b. Customer Equipment.**

**1. Responsibility:** We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems and digital interactive televisions with CableCARDs, at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service(s).

**• For Internet and Voice.** You can find our current minimum technical and other requirements for Internet at <http://customer.xfinity.com/help-and-support/internet> and for Voice at <http://customer.xfinity.com/help-and-support/phone> or at an alternative site if we so notify you.

**• For Voice.** In order to use online features of Voice where we make those features available, you are required to provide certain hardware, such as a personal computer, software, an Internet browser, and access to the Internet. CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF VOICE VIA THE CORDLESS PHONE.

**2. Non-Recommended Configurations:** Customer Equipment that does not meet our minimum technical or other specifications constitutes a "Non-Recommended Configuration", including, but not limited to, modems not currently certified by us as compatible with Internet or Voice; Customer Equipment, including, but not limited to: certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems, rotary-dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. **NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S).** You acknowledge that installation, access, operation or use of a non-

RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR XFINITY EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

**3. No Unauthorized Devices or Tampering:** You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with, our cable network, XFINITY Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with XFINITY Equipment or the Service(s) or any other part of our cable network, we may terminate the Service(s) and recover damages resulting from your actions. You also agree that you will not attach anything to the Inside Wiring, XFINITY Equipment, or Customer Equipment, whether installed by you or us, which impairs the integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with XFINITY Equipment or our network and therefore you agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s) in addition to our cost to replace any altered, damaged, or unreturned XFINITY Equipment or other equipment owned by us, including any incidental costs. The unauthorized reception of the Service(s) may result in criminal fines and/or imprisonment.

**c. Inside Wiring.** You may install Inside Wiring, such as additional cable wiring and outlets, provided that doing so does not interfere with the normal operations of our cable network. If you have us install, repair or maintain Inside Wiring, we will charge you for that service. Regardless of who installed it, the Inside Wiring is your property or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.

• **For Sacramento, California Residents.** We will be responsible to repair any defects of the Inside Wiring installed by us for thirty (30) days after a new TV installation.

• **For Voice.** Except as described below, you may use Voice with your telephone Inside Wiring, as long as we have reasonable access to it and you have the right to give us access to it. If you wish to have your modem connected to your telephone Inside Wiring, installation by our technician is recommended. We must disconnect your telephone Inside Wiring from the network of your existing telephone provider to use the telephone Inside Wiring, which may disable any services you receive from them. If your modem is connected to your telephone Inside Wiring without first disconnecting the wiring from any existing telephone provider's network, your modem may be damaged and/or Voice may not operate properly.

**d. End User Software Licenses.** Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service(s) including, without limitation, the Web Services Terms of Service, <http://my.xfinity.com/terms/web>, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s).

consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).** Any additional credits, if any, provided by us are at our sole discretion and in no event shall constitute or be construed as a course of conduct by us.

• **For Connecticut Residents.** In the event of an interruption of TV of more than twenty four (24) consecutive hours and of which we have received actual notice, a credit will be issued to your TV monthly service charges for the length of time TV was interrupted.

• **For Maine Residents.** In the event TV is interrupted for more than six (6) consecutive hours in a thirty (30) day period, you may request a pro-rata credit or refund by calling 1-800-XFINITY.

• **For New York Residents.** In the event TV is interrupted for at least four (4) hours between 6:00 p.m. and 12:00 a.m., except for emergency notice events, a credit equal to one day will be issued to your TV monthly service charges. If TV is interrupted for less than four (4) hours or outside of the hours of 6:00 p.m. and 12:00 a.m., please call 1-800-XFINITY to request a credit.

• **For Vermont Residents.** In the event TV is interrupted for more than twenty-four (24) consecutive hours and of which we have received actual notice, we will issue a credit to your TV monthly service charges for the total period of the interruption in an amount proportionate to your regular monthly service charge. If we have not been made aware of the interruption, you must call 1-800-XFINITY to request a credit.

• **For Montgomery County, Maryland Residents.**

o **For TV.** In the event of a TV interruption (loss of picture or sound of one or more channels) we shall repair the TV interruption as soon as possible. This obligation is satisfied if we offer you the next available repair appointment within the 24-hour period following the TV interruption, or at your request, to a mutually convenient later time for the repair call. If the TV interruption is not repaired at the time of the scheduled appointment, you will receive a credit of 10% of your normal monthly bill for TV for each 24-hour period, or segment thereof that the TV interruption continues beyond the scheduled repair call.

o **For Internet.** In the event of an Internet interruption we shall repair the Internet interruption as soon as possible. This obligation is satisfied if we offer you the next available repair appointment within the 24-hour period following the Internet interruption, or at your request, to a mutually convenient later time for the repair call, and successfully repairs the Internet interruption during the agreed upon appointment. If the Internet interruption is not repaired at the time of the scheduled appointment, you will receive a prorated credit for each 24-hour period, or segment thereof that the Internet interruption continues beyond the scheduled repair call.

• **For Prince Georges County, Maryland Residents.** In the event of a TV interruption (loss of picture or sound of one or more channel) lasting between two (2) and six (6) hours, you are entitled upon request, to a pro-rata credit for such TV interruption. In the event of a TV interruption lasting between six (6) and twenty-four (24) consecutive hours, you are entitled to a pro-rata credit equal to one day of your monthly TV charge.

• **For New Jersey Residents.** We will issue credit for TV outages or interruptions in accordance with N.J.A.C. 14:18-3.5.

**d. Other Services or Equipment.** BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST US FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE XFINITY EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN ACCORDANCE WITH SECTION 9.

**e. Software.** We make no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Service(s) if a virus or other harmful feature or software is present on your Customer Equipment. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call related to a virus or other harmful feature detected on the Customer Equipment. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. In addition, as part of the installation process for the software and other components of the Service(s), system files on the Customer Equipment may be modified. We do not represent, warrant or covenant that these modifications will not disrupt the normal operations of any of the Customer Equipment including the loss of files. We do not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any of the Customer Equipment. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM AND YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

**f. Disruption of Services.** The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; labor disputes; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within 120 days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four

**e. Revocable License.** The Service(s) and XFINITY Equipment, including, but not limited to, any firmware or software embedded in the XFINITY Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the XFINITY Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

## 7. USE OF SERVICES

You agree that the Service(s) and the XFINITY Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the XFINITY Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). Use of the XFINITY Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the XFINITY Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our acceptable use and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing or by calling 1-800-XFINITY during normal business hours if the XFINITY Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges.

• **For Internet and Voice.** The acceptable use policies ("AUP") and other policies concerning Internet and Voice are posted at <http://www.xfinity.com/policies> (or an alternative website if we so notify you). YOU AGREE THAT WE MAY MODIFY THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

## 8. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## 9. TERMINATION OF THIS AGREEMENT

**a. Term.** Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install XFINITY Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up XFINITY Equipment at our service center, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into our billing system if XFINITY

Equipment is not required for the Service(s) or (4) five (5) days after the date we ship the XFINITY Equipment to you.

**b. Termination by You.** Unless your Service(s) are subject to a minimum term agreement, you may terminate this Agreement for any reason at any time by notifying us in one of the following ways: (1) mailing a written notice to our local business office; (2) send an electronic notice to the email address specified on [www.xfinity.com](http://www.xfinity.com); or (3) calling our customer service [during normal business hours]. Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all XFINITY Equipment has been returned. Except for non-refundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliate services, XFINITY Equipment, or other applicable fees and charges).

**• For Voice. Voice will be terminated if your phone number is switched to another service provider.**

**• For Prince Georges County, Maryland Residents.** All applicable fees and charges will accrue until the termination of this Agreement or the date you request the Service(s) to be disconnected, whichever is earlier.

**c. Suspension and Termination by Us.** Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward our personnel. Our action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users.

**d. Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all XFINITY Equipment;
2. Except as provided in Section 9(b) for Prince Georges County residents, you will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and
3. You will return all XFINITY Equipment to us at our local service center or to our designee in working order, normal wear and tear excepted within ten (10) days (or five (5) business days for Prince Georges County, Maryland) of the date on which Service(s) are disconnected. Otherwise, you will be charged up to the retail price for a new replacement for such XFINITY Equipment. You may also be charged incidental costs that we incur in replacing the XFINITY Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our agents, to access the Premises to remove all XFINITY Equipment and other material provided by us.

**• For Montgomery County, Maryland Residents.** If you are mobility impaired, upon your request, we will arrange for the pickup or exchange of our modem at the Premises.

## 10. LIMITED WARRANTY

THE XFINITY EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE XFINITY EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

## 11. LIMITATION OF OUR LIABILITY

**a. Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of us and our underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.

**b. One Year Limitation Period.** YOU MUST COMMENCE YOUR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. AS PROVIDED IN SECTION 2(i), YOU MUST NOTIFY US OF ANY BILLING DISPUTE WITHIN 120 DAYS OF RECEIVING THE CHARGES YOU DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS. IF FOLLOWING SUCH NOTIFICATION THE DISPUTE IS NOT RESOLVED TO YOUR SATISFACTION YOU MAY COMMENCE AN ACTION IN ACCORDANCE WITH THIS AGREEMENT FOR UP TO ONE (1) YEAR FROM RECEIPT OF THE DISPUTED CHARGES.

**c. Customer Equipment.** YOU UNDERSTAND THAT CUSTOMER EQUIPMENT MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF THE SERVICE(S). THE OPENING, ACCESSING OR USE OF CUSTOMER EQUIPMENT USED IN CONNECTION WITH THE SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE MANUFACTURER OR OTHER PARTIES RELATING TO THE CUSTOMER EQUIPMENT HARDWARE OR SOFTWARE. NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT EXCEPT AS MAY BE CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY US, OUR SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.